Veneer International Myanmar Co., Ltd

Foreign Investment Proposal To the Myanmar Investment Commission

For the formation and operation of a

VENEER MILL

Joint Venture

between

Integrated Technical Systems Co., Ltd.

and

Golden Peacock Enterprises Pte Ltd.

No. 8-A, Khabaung St. (Martin Avenue), 6th Mile, Pyay Road, HlaingTsp, Yangon, Myanmar

Table of Contents

Chairman

Myanmar Investment Commission

Naypyitaw, Myanmar

Date	:	January 2015
Letter No.	:	MIC/Admin-001/2015

Subject: Application for Investment Permit under Foreign Investment Law, to Install and Operate a Veneer Mill

Reference : (1) Myanmar Investment Commission Letter No. YaKa-2/Na-113/2015 (027) dated 14 January 2015

(2) Myanmar Investment Commission Letter No. YaKa-2/Na-113/2015 (017) dated 8 January 2015

Golden Peacock Enterprises Pte. Ltd. (a company incorporated in Singapore) and **IntegratedTechnical Systems Co., Ltd.** (a 100% Myanmar Company) has submitted proposal for investment in a veneer mill forming a joint venture company to be named **Veneer International Myanmar Co., Ltd.** with capital contribution of 65% : 35% respectively.

Our proposal has been put up to Proposal Assessment Team meeting no.(48/2014) held on 5.12.2014 and based on discussion in the meeting and instructions in the letter referred above, we resubmit our proposal for the meeting of the Myanmar Investment Commission with undertaking and adjustment below:

(1) Electrical installation will be made in accordance with respective local laws and international standards

(2) Industrial license and other licenses and permits will be applied for from the respective departments

(3) IEE and EMP are submitted with the plan to eliminate/ mitigate impact in work process and environment

(4) Operation will be carried out in accordance with laws, regulations and directives relating to environmental conservation

We will be grateful for processing and putting up our application to earliest possible meeting.

Faithfully yours,

U Mehm Zayar Aye Thaung

Promoter

INTRODUCTION

APPLICATION LETTER FOR INVESTMENT PERMIT AND EXEMPTION

Chairman

Myanmar Investment Commission

Yangon, Myanmar

Date : 2 nd December 2014

Letter No. : MIC/Admin-001/2014

Subject: Application for Investment Permit under Foreign Investment Law, to Install and Operate a Veneer Mill

Golden Peacock Enterprises Pte. Ltd. (a company incorporated in Singapore) and **IntegratedTechnical Systems Co., Ltd.** (a 100% Myanmar Company) would like to invest in a veneer mill forming a joint venture company to be named **Veneer International Myanmar Co., Ltd.** with capital contribution of 65% : 35% respectively.

We will use 3.5 acres land at Plot No. 16, at the corner of Thukhitar Street and Mya Ayeyar Street, Dagon SeikKan Industrial Zone (II), Dagon SeikKan Township, Yangon region on lease basis and necessary buildings and facilities will be constructed on it. The lease agreement for the land has been reached and enclosed with our application.

The project will be commissioned in two stages termed as Phase I and Phase II. The plan is to conclude the two phases within 1 year of commercial production. The Phase I will have capacity to process upto 6000 Hoppus Ton of Gurjan Log and Phase I and Phase II combined will have a total capacity to process between12,000 to 15,000 Hoppus Tons of Gurjan Logs per year.

As to ensure continued supply of raw material, we will obtain Gurjan logs from open tender and also from our own cultivation field in the future; we are in the process of negotiation with the Ministry of Forestry and Environmental Conservation in this regard.

We will endeavor to generate good product yield of high quality using the local resources. We will also undertake cultivation of land with Gurjan trees to replace the logs that we have peeled and also to provide for our future requirements of logs, we believe our strategy will be successful in the long run and beneficial to all stakeholders.

We enclose following documents in support of our application:-

- Form I	
- List of shareholders and directors	Annex-A
- Process	Annex-B
- Projection statement as to feasibility of project	Annex-C
- Draft Factory Lease Agreement	Annex-D
- Draft Joint Venture	Annex-E
- Plan to acquire raw material	Annex-F
- Fire Protection	Annex-G
- Environmental Management Plan	Annex-H
- Welfare Plan	Annex-I
- Reference for business and financial standing	Annex-J

Together with application for investment permit, we apply for exemptions and relief specified in Section 27 of the Union of Myanmar Foreign Investment Law covering the following;

(a) Income tax exemption for a period of five consecutive years including the year of commencement on commercial scale, moreover, in case where it is beneficial to the Union, income tax exemption or relief for suitable period depending upon the success of the business in which investment is made;

(b) Exemptions or reliefs from income tax on profits of the business if they are maintained for re-investment in a reserve fund and re-invested therein within 1 year after the reserve is made;

(c) Right to deduct depreciation from the profit, after computing at the rate of deducting depreciation stipulated by the Union, in respect of machinery, equipment, building or other capital assets used in the business for the purpose of income tax assessment;

(d) If the goods produced by any manufacturing business are exported, relief from income tax up to 50 percent on the profits accrued from the said export;

(e) Right to pay income tax on the income of foreigners at the rates applicable to the citizens residing within the Union;

(f) Right to deduct expenses from the assessable income, such expenses incurred in respect of research and development relating to the business which are actually required and are carried out within the Union;

(g) Right to carry forward and set-off the loss up to 3 consecutive years from the year the loss is actually sustained within 2 years following the enjoyment of exemption or relief from income tax as contained in sub-section (a), for each business;

(h) Exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction of business;

(i) Exemption or relief from customs duty or other internal taxes or both on raw materials imported for production for the first three year after the completion of construction of business;

(j) If the volume of investment is increased with the approval of the Commission and the original investment business is expanded during the permitted period, exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business which are imported as they are actually required for use in the business expanded as such;

(k) Exemption or relief from commercial tax on the goods produced for export

Veneer International Myanmar Co., Ltd.'smission is to provide its customers with good quality Gurjan veneer for making of plywood at competitive process and in a reliable and in a business-likemanner. We will strive for 100% satisfaction of all the stakeholders and operate responsibly.

The veneer mill design is to be based in accordance with good veneer production practices prevalent in India and Myanmar and pursuant to the provisions of applicable law in Myanmar. **Veneer International Myanmar Co., Ltd.** has done due diligence and believes that the technical solution offered for setting-up the facility is optimum to meet the existing demand of face and back Gurjan veneer.

We hope our application will be received favorably by the Commission.

Faithfully yours,

U Mehm Zayar Aye Thaung
Promoter

FORM I

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု
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PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

Form (I)

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE UNION OF MYANMAR

To:

Chairman,
Myanmar Investment Commission,

Reference No. Veneer/MIC/2014(002)
Date 2nd December , 2014

I wish to make investment in the Union of Myanmar in accordance with the Union of Myanmar Foreign Investment Law, and I herewith apply for permission furnishing the following particulars:

1. Promoter's -

(a)	Name	U Mehm Zayar Aye Thaung
(b)	Father's name	U Mehm Aye Thaung
(c)	ID No./ National registration Card No./ Passport No.	12/BaTaHta(N) 010297
(d)	Citizenship	Myanmar
(e)	Address	
	(i) Address in Myanmar	No. 221/223, 3rd Fl (Left), Bo Aung Kyaw Street, Kyauktada Township, Yangon, Myanmar.
	(ii) Residence abroad	
(f)	Name of principal organization	**IntegratedTechnical Systems Co., Ltd.**
(g)	Type of business	Manufacturing, Services, Trading
(h)	Principal company's address	8-A KhaPaung Street, Martin Avenue, Hlaing Township, Yangon, Myanmar.

2. If investment is to be made by joint-venture, the particulars of the persons wishing to participate in the Joint-Venture with the promoter-Partner 1

(a)	Name	Mr. Rahul GopichandGupta
(b)	Father's name	GopichandGupta
(c)	ID No./ National registration Card No./ Passport No.	Z-2333588
(d)	Citizenship	Indian
(e)	Address	
	(i) Address in Myanmar	
	(ii) Residence abroad	1404 & 1405, PanchVati "B" Building, PanchShristi Complex, Powai, Mumbai – 400072.India.
(f)	Name of principal organization	**Golden Peacock Enterprises Pte. Ltd.**
(g)	Type of business	General Wholesales Trade and Other Investment Holding Companies

(*h*) Principal company's address 20 Cecil Street, # 14-01, GSHPlaza, Singapore (049705)

Remark: The following documents need to attach according to above paragraph (1) and (2).

(1) Company Registration Certificate (Copy).
(2) National Registration Card (Copy) and Passport (Copy);
(3) Evidence about the business and financial conditions of the participant of the participants of the proposed investment business.

3. Type of business in which investment is to be made-

(*a*) Production — Manufacturing and Marketing of Veneer Products
(*b*) Services business related with manufacturing
(*c*) Services
(*d*) Others

Remark: Expression about the nature of business with regard to the above paragraph (3).

4. Type of business organization to be formed-

(*a*) One hundred Percent
(*b*) Joint venture
(i) Foreigner and Citizen:

Veneer International Myanmar Co., Ltd.
- **IntegratedTechnical Systems Co., Ltd.** (Myanmar Company) 35%
- **Golden Peacock Enterprises Pte Ltd.** (Incorporated in Singapore) 65%

(ii) Foreigner and Government Department/ Organization:

(*c*) By contractual basis
(i) Foreigner and Citizen:
(ii) Foreigner and Government Department/ Organization:

Remark: The following information needs to attach for the above paragraph (4):-
(i) Share ratio for the authorized capital from abroad and local, names, citizenship, addresses, and occupations of directors
(ii) Joint-Venture Contract (Draft) and recommendation of the Union Attorney General Office if the investment is related with the State.
(iii) Contract (Agreement) (draft)

5. Particulars relating to company incorporation-

(*a*) Authorized capital — US$ Ten Million
(*b*) Types of shares — Ordinary (US$ 100/ each)

(h) Principal company's address — 20 Cecil Street, # 14-01, GSHPlaza, Singapore (049705)

Remark: The following documents need to attach according to above paragraph (1) and (2).

(1) Company Registration Certificate (Copy);
(2) National Registration Card (Copy) and Passport (Copy);
(3) Evidence about the business and financial conditions of the participant of the participants of the proposed investment business.

3. Type of business in which investment is to be made-

(a) Production — Manufacturing and Marketing of Veneer Products
(b) Services business related with manufacturing
(c) Services
(d) Others

Remark: Expression about the nature of business with regard to the above paragraph (3).

4. Type of business organization to be formed-

(a) One hundred Percent
(b) Joint venture
(i) Foreigner and Citizen: **Veneer International Myanmar Co., Ltd.**
- **IntegratedTechnical Systems Co., Ltd.** (Myanmar Company) 35%
- **Golden Peacock Enterprises Pte Ltd.** (Incorporated in Singapore) 65%

(ii) Foreigner and Government Department/ Organization:

(c) By contractual basis
(i) Foreigner and Citizen:
(ii) Foreigner and Government Department/ Organization:

Remark: The following information needs to attach for the above paragraph (4):-

(i) Share ratio for the authorized capital from abroad and local, names, citizenship, addresses, and occupations of directors
(ii) Joint-Venture Contract (Draft) and recommendation of the Union Attorney General Office if the investment is related with the State.
(iii) Contract (Agreement) (draft)

5. Particulars relating to company incorporation-

(a) Authorized capital — US$ Ten Million
(b) Types of shares — Ordinary (US$ 100/ each)

(c) Number of shares	100,000

Remark: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.

6. Particulars relating to capital of the investment permit-

		Total
(a)	Amount of local capital to be contributed	1,004,500
(b)	Amount of foreign capital to be brought in	1,865,500
	Total	2,870,000

(c)	Annually or period of proposed capital to be brought in	Within 2 year from MIC permit as it is planned to will be started within one year of commercial production.
(d)	Last date of capital brought in	31-12-2018
(e)	Proposed duration of investment	10 years renewal another 2 five years' time
(f)	Commencement date of construction	As soon as receiving MIC permit
(g)	Construction period	1 year

Remark: Describe with annexure if it is required for above Para 6(c).

7. Details of foreign capital to be brought in-

		US$
(a)	Plant and Machinery (Annex C-2)	1,386,307
(b)	Civil & Structural Construction (Annex C-3)	377,450
(c)	Working Capital Investment (Annex C-4)	
(d)	Preoperating expenses	101,743
(e)	Office installation (Annex C-5)	
	Total	1,865,500

Exchange Rate US$ 1 = Kyat 1000

Remark: The value of permission shall be submitted for the above para (e) and (f).

8. Details of local capital to be contributed –

		US$
(a)	Working Capital Investment (Annex C-4)	**862,200**
(c)	Civil & Structural Construction (Annex C-3)	**142,300**
(d)	Value of furniture and asset (to enclose detail statement)	
(e)	Value of initial raw materials requirement (to enclose detail statement)	
(g)	Others	
	Total	**1,004,500**

9. Particulars about the investment business-

(a)	Investment location/ places	Plot No. 16, at the corner of Thukhitar Street and Mya Ayeyar Street, Dagon SeikKan Industrial Zone (II), Dagon SeikKan township, Yangon region
(b)	Type and area requirement for land or land and building	
	(i) Location	Plot No. 16, at the corner of Thukhitar Street and Mya Ayeyar Street , Dagon SeikKan Industrial Zone (II), Dagon SeikKan township, Yangon region
	(ii) Number of land/ building and area	Land – 3.501 acres(14168.0569 sq meter) Buildings (Annex C-3)
	(iii) Owner of the land	
	(aa) Name/ Company/ Department	U Aung Nyunt
	(bb) National Registration Card No.	12/La Ma Ta (Naing) 023610
	(cc) Address	No.199, Anawratha Street, Lanmadaw Township, Yangon Region, Republic of the Union of Myanmar
	(iv) Type of land	Industrial land
	(v) Period of Grant	60 Years
	(vi) Lease period	10 years renewal for another 2 five years term
	(vii) Lease rate	
	(aa) Land (bb) Building	(a)US$ 11,000 per month for the first three year (US$ 9.3/m2/ year) (b)US$ 11,800 per month for the second four years (US$ 10.06/m2/ year)

	(c) US$ 12,830 per month for the second four years (US$ 10.86/m2/ year)
(viii) Ward	Dagon SeikKan Industrial Zone (II)
(ix) Township	Dagon SeikKan Industrial Township
(x) State/ region	Yangon region
(xi) Lessee	
(aa) Name/ Name of company/Dept	Veneer International Myanmar Co., Ltd.
(bb) Father's name	
(cc) Citizenship	Company incorporated in Myanmar
(dd) ID No./ Passport No.	
(ee) Residence address	8-A KhaPaung Street, Martin Avenue, Hlaing Township, Yangon, Myanmar, Republic of the Union of Myanmar

Remark: Following particulars have to be enclosed for above Para 9 (b).

(i) to enclose land map, land ownership and ownership evidences;

(ii) draft land lease agreement, recommendation from Union Attorney General Office if the land is related to the State

(c)	Requirement of building to be constructed;	
	(i) type/ number, building	Annex C-3
	(ii) area	
(d)	Product to be produced/ Service	
	(1) Name of product	Veneer
	(2) Estimate amount to be produced annually	Annex C-7
	(3) Type of service	
	(4) Estimate value of service annually	

Remark: Detail list shall be enclosed with regard to the above para 9 (d).

(e)	Annual requirement of material/ raw materials	Annex C-6
(f)	Production system	Annex B
(g)	Technology	High-technology to produce best quality veneer
(h)	System of sales	100% export

(i)	Annual fuel requirements (to prescribe type/quantity)	20,000 L
(j)	Annual electricity requirement	600,000 kwh
(k)	Annual water requirement (to prescribe daily requirement, if any)	576,000 Gal

10. Detail information about financial standing

(a)	Name/ company name	**Golden Peacock Enterprises Pte. Ltd.**
(b)	ID No./ Registration Card No./ Passport No.	Singapore Company Registration No. 201421502 E
(c)	Bank account number	503237877301 – USD

Remark: To enclose bank statement from resident country or annual audit report of the principal company with regard to the above para 10.(Annex – J)

11. Number of personnel required for the proposed economic activity:-

(a)	Local personnel	Annex C-8
(b)	Foreign personnel	Annex C-8

(Engineer, QC, Management, etc. based on the nature of business and required period)

Remark: As per para 11, the following information shall be enclosed:-

(i) Number of personnel, occupation, salary, etc.
(ii) Social security and welfare arrangement for personnel
(iii) Family accompany with foreign employee

12. Particulars relating to economic justification-

		Foreign Currency	***Estimated Kyat Equivalent***
(a)	Annual income	Annex C-10	
(b)	Annual expenditure	Annex C-10	
(c)	Annual net profit	Annex C-10	
(d)	Yearly investments	Annex C-1	
(e)	Recoupment period	Annex C-11	
(f)	Other benefits (to enclose detail calculations)	• Better yield and quality in producing veneer • Employment opportunity • Technology transfer • Foreign Exchange Earning	

13. Evaluation of environmental impact-

(a)	Organization for evaluation of environmental assessment	**Golden Peacock Enterprises Pte. Ltd./ IntegratedTechnical Systems Co., Ltd.**
(b)	Duration for evaluation of environmental assessment	6 months
(c)	Compensation programme for environmental damages	Not applicable
(d)	Water purification system and waste water treatment systems	Attached
(e)	Waste management systems	Attached
(f)	System for storage of chemical	Not applicable

14. Evaluation on social impact assessment-

(a)	Organization for evaluation of social impact assessments;	Golden Peacock Enterprises Pte. Ltd./ Integrated Technical Systems Co., Ltd
(b)	Duration of the evaluation for social impact assessments;	Golden Peacock Enterprises Pte. Ltd./ Integrated Technical Systems Co., Ltd.
(c)	Corporate social responsibility program	Attached

Signature

Name U Mehm Zayar Aye Thaung

Designation. **Director**

Annex A

List of Shareholders and Directors

Company Management, Organizational Chart and Profiles

Annex-1

Veneer International Myanmar Co.,Ltd
List of Shareholders

Sr No	Shareholders	remarks	Address	Share %
1	Integrated Technical System Co.,Ltd	Incorporate in Myanmar	8-A,KhaPaung Street,Martin Avenue,Hlaing Township,Yangon Region	35
2	Golden Peacock Enterprises Pte Ltd	Incorporate in Singapore	20 Cecil Street, # 14-01,GSH Plaza,Singapore (049705)	65

List of Directors

Sr. No	Name of Executives	Citizenship & Passport No	Address
1	U Mehm Zayar Aye Thaung	Myanmar NRC . No - 12/Ba Ta Hta (N) 010297	No-221/223,3rd Fl (Left) , Bo Aung Kyaw Street, Kyauktada Township,Yangon Region
2	U Zaw Win	Myanmar NRC. No 1/Ba Ma Na (N) 035861	No-42, Pyinnyardazaung Street,Ward (43) North Dagon Township,Yangon Region
3	Mr Rahul Gopichand Gupta	Indian PP.No - Z 2333588	1404 & 1405, Panch Vati " B " Building, Panchshristi Complex, Powai,Mumbai - 400072 ,Indian.
4	Mr Nitesh Kumar Gupta	Indian Z 2084287	Refractory House ,Lal Bahadur Shastri Marg, OPP State Bank of India Kurlaw, Mumbai 400070, India.

The Directors include the following persons:

Position	Name
Director	U Zaw Win
Director	Mehm Zayar Aye Thaung
Director	Rahul Gopichand Gupta
Director	Nitesh Kumar Gupta

Joint Venture Organization, Goals, Scope and Responsibilities

It is proposed that**Veneer International Myanmar Co., Ltd.**will be formed under the requirements of the Myanmar Foreign Investment Act and through a Joint Venture Agreement between**IntegratedTechnical Systems Co., Ltd.** (a 100% Myanmar Company) (Annex-E) and**Golden Peacock Enterprises Pte.Ltd.** Thereafter,**IntegratedTechnical Systems Co., Ltd.**will serve as the corporate vehicle in Myanmar to establish and operate the proposed veneer products.

Management, Organization, and Personnel

Veneer International Myanmar Co., Ltd.has put together what it expects will be a solid management team combining extensive veneer mill industry experience with significant experience in finance, accountancy, and management. In addition to a strong core management team, no company can be successful without a group of advisors who provide key expertise and the connections required for **Veneer International Myanmar Co., Ltd.**to be successful.

Organizational Structure

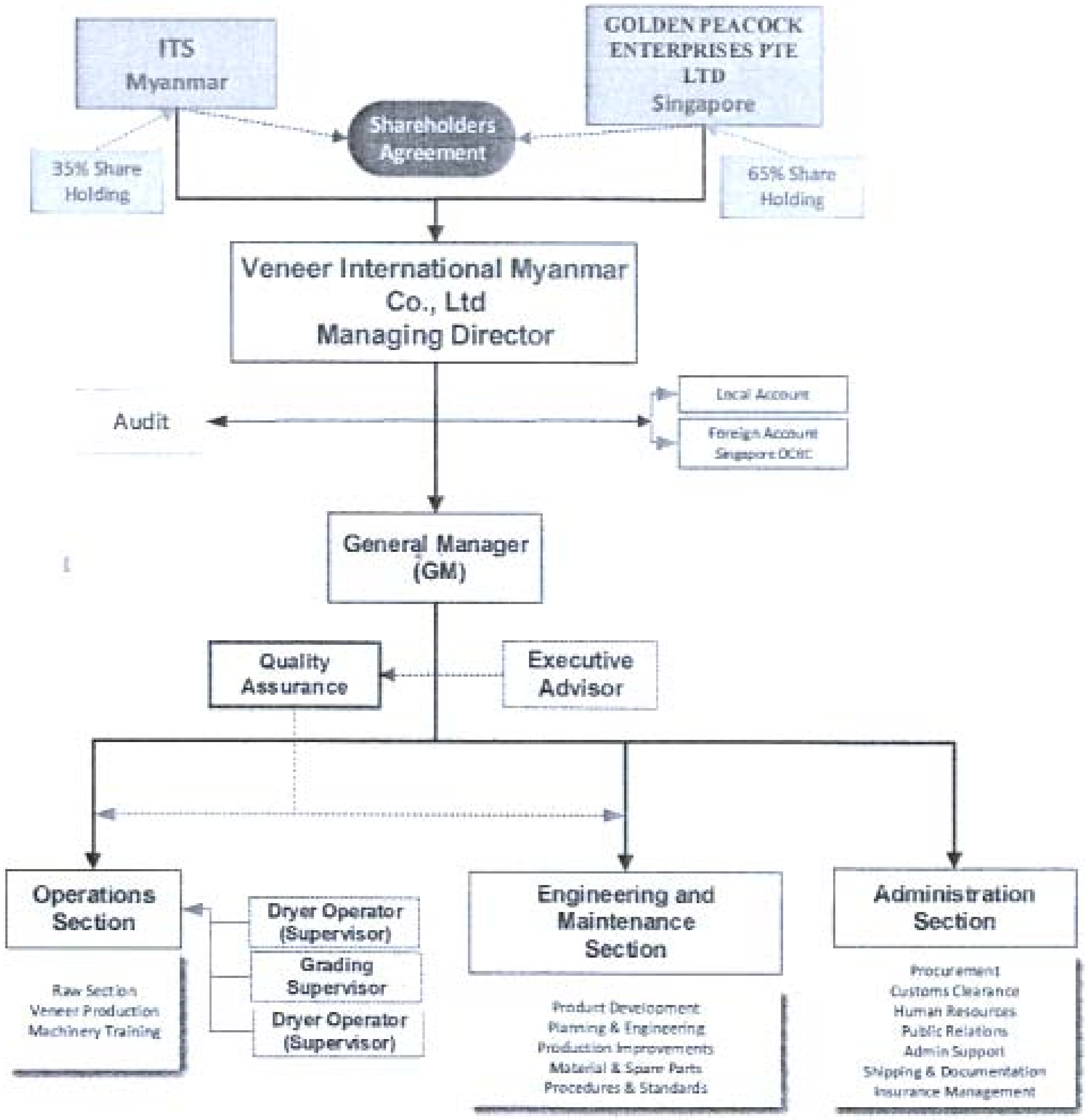
Reflecting the overall nature of the organization envisaged, there is very little hierarchy in the organizational plan of **Veneer International Myanmar Co., Ltd.** The organization is structured to provide flexibility, a high level of personal accountability and responsibility while also motivating cross-training and sharing of responsibilities as the need arises and circumstances permit.

The key executive personnel include the following persons:

Position	Name
Managing Director	U Zaw Win
General Manager	U Aye Thein

Organizational Chart &Structure

The proposed structure is as follows:



Management Team

The management team will bring together a wide range of skills and backgrounds, from a wide range of national origins, covering the key areas needed to form, launch, and operate a successful Veneer company. The individuals who will play leading roles in **Veneer International Myanmar Co., Ltd.**possess the widest possible range of the requisite skills. **Veneer International Myanmar Co., Ltd.** will have people with skill, experience, energy, and vision, to

head up and serve in such areas as information management, sales and marketing, communications, and human resource management. Only the most professional staff, and administrative staff will be recruited and retained.

The key management positions in leadership role are the following individuals. There brief profile is stated below:

Profiles

Management Team:

Managing Director: U ZawWin – U Zaw Win has over 30 years of experience in the forestry sector, both as forestry official as well as a private businessman. After graduating from University of Yangon with a degree in Forestry Management in 1980, he joined Myanmar's then world renowned Forestry Department, where he served as a research and plantation officer for six years, and later with the state-owned Myanmar Timber Enterprise (MTE), where he worked as a senior technical and production officer. In 1992 he received an advanced degree in plywood and veneer manufacturing technologies from the University of Finland, after which he was recruited into the private sector, where he held a variety of different leadership roles with several of Myanmar's largest wood production companies. An indication of his commitment to responsible and transparent forestry management, U Zaw Win has also served as a National Consultant to the ITTO (International Tropical Timber Organization). U Zaw Win is also a Central Executive Member of the Myanmar Timber Merchant's Association and he actively volunteers as the Joint Secretary of the Ecosystem Conservation and Community Development Initiative (Joint Secretary) to support reforestation and sustainable community forestry initiatives

General Manager: U Aye Thein –U Aye Thein is a graduate in Chemistry from Yangon University in 1989. Upon graduation he set-up a timber export and trading company in Yangon, which he managed as Managing Director until 2003. In 2003 U Aye Thein set-up a veneer factory and managed it as its Managing Director until 2008; the veneer factory was focussed on theexport market. In the year 2010 U AyeThein set-up a plywood manufacturing factory under a Joint Production programme with MTE in the government sector for export market – U Aye Thein was designated as the General Manager of this factory. U Aye Thein is also involved in the plantation sector and focuses on Teak and Rubber plantation in Myanmar.

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ANNEX B

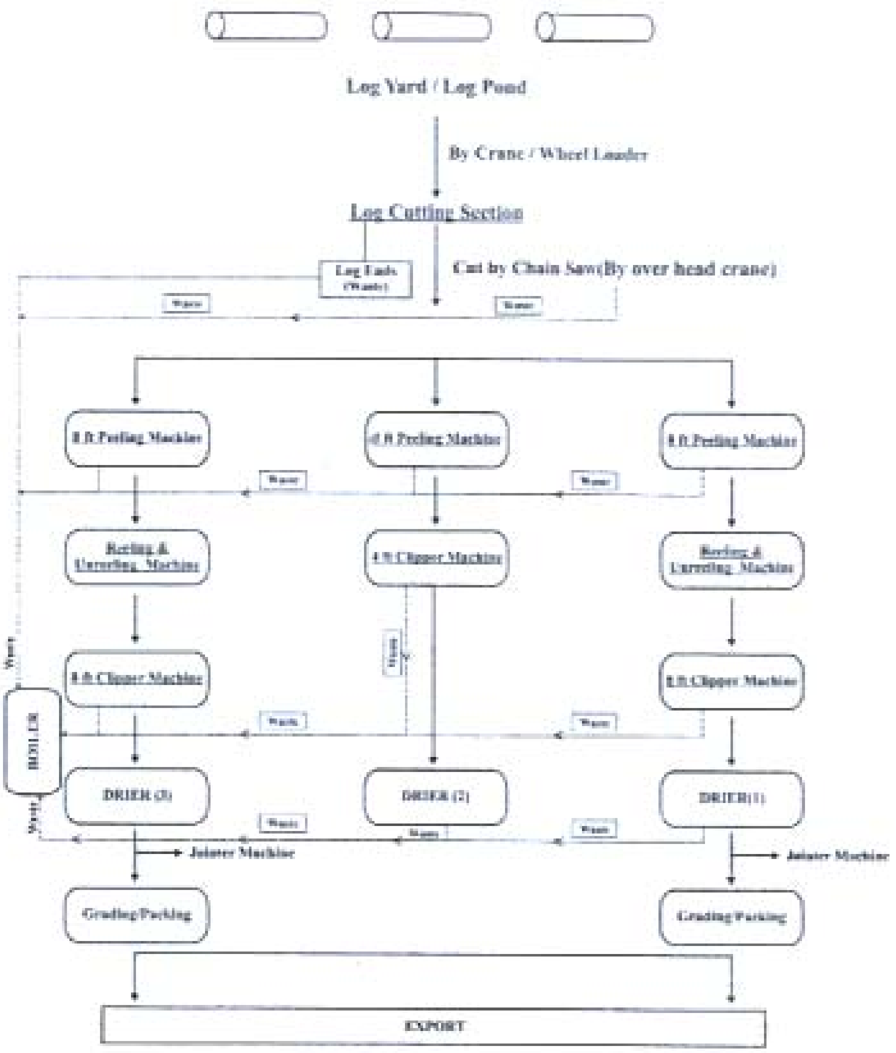
Process

Process – Veneer Mill

Introduction

The following process descriptions of the manufacture of veneer are of a general nature and it is to provide a broad outline of the production processes involved in the Veneer Mill. The figure below is a simplified process flow diagram of the veneer production proposed at the Veneer Mill.

Manufacturing Process



MIC



Description of Operation and Equipment

The Mill is located at the northern end of the site with directaccess to the internal loop road. Refer to the plant layout for the process flow diagram of theproposed operation. All Mill operations will be conducted as per the layout. Refer to the layout included in this Annex for details on building dimensions, area and equipment.

Log sorting and barking

On arrival at the mill's storage yard, logs are sorted and stored according to species, diameter, length and end-use, etc. Sufficient quantities are stockpiled to ensure the mill's continuous operation, particularly during adverse weather conditions when log extraction and supply from the forests may be adversely affected.

Transportation and handling of logs vary in the mill largely depended on the capacity of the mill operation and the size of the loss received. Front-end loaders and overhead cranes will be used.

The process of converting timber into veneer starts withthe selection of logs, following which they are boughtto the mill for processing. The timber is trimmed, sawnto length and debarked. The logs are now ready tobe peeled.

Peeling of the Logs

The logs are mounted onto a giant lathe. Withinminutes the logs are peeled into rotary veneers. Thisis achieved by pressing a rotating log towards a largeblade, thinly peeling a continuous sheet of veneer offthe log.

The veneer continuously peeled from the log is reeled into rolls before cutting them into sheets of equal size. These sheets are cut from the veneer roll is then fed into the dryer for drying.

Drying& Dryer

Veneers can be dried to have consistent and loweredhumidity to suitthe market requirement.

The dryers are made of chambers called sections and decks having multiple decks to feed the cut veneer sheet for drying. Thermic Fluid Transfers heat into the dryers for blowing over the veneer sheets.

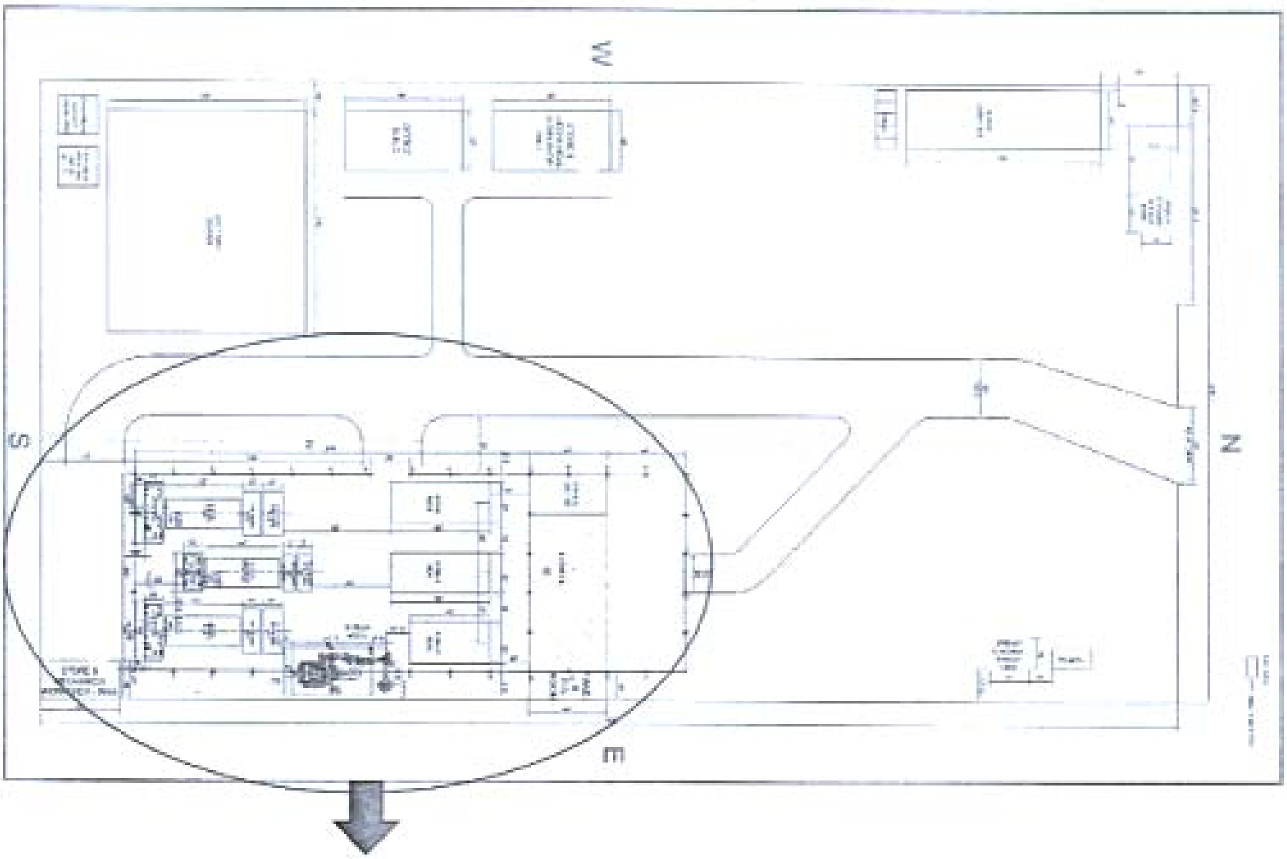
Thermic Fluid Boiler:

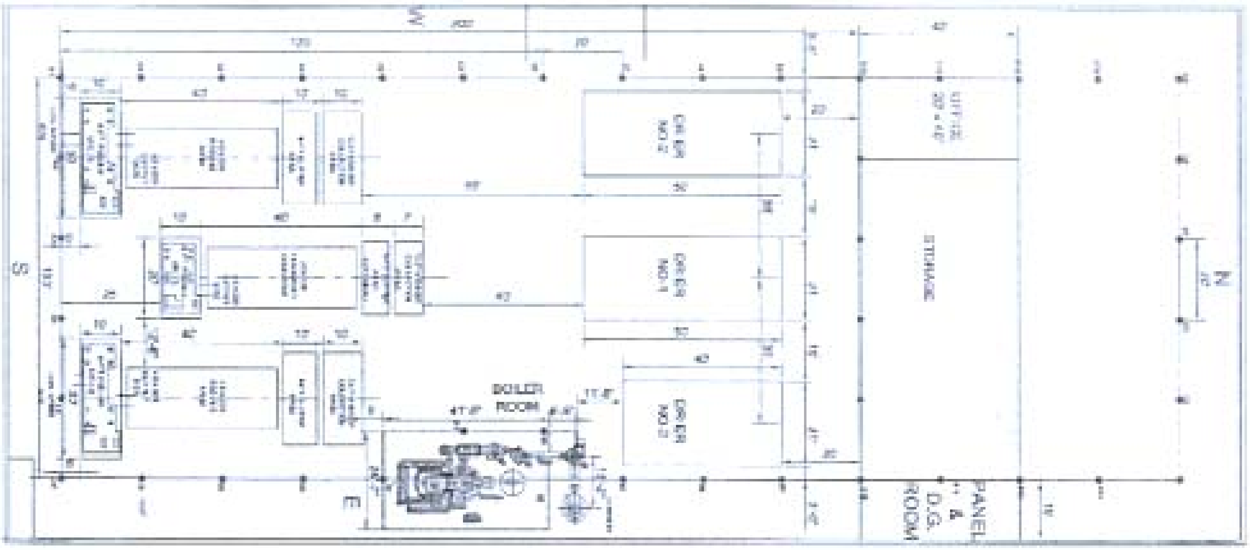
The Thermic Fluid Boiler provides the heat to the dryer to blow hot air over the venner sheets being fed into the dryers. The boiler has a furnace and a fluid pipe that works as heat exchanger and flows from the boiler into the dryer and back into the boiler.

Sorting, Grading and Packaging:

The sheets are sorted and gradedon the basis of quality and categorised for the purposes of packaging. For packaging – 50 sheets of similar grade and placed inside a plastic envelope and sealed.

Plant Layout





ANNEX C

Projection Statement as to Feasibility of Project

Financial Projections (Investment Plan, Equipment, Income, Expenses, Employment, Profit, Recoupment Period, IRR, Rate, etc.)

Veneer International Myanmar Co., Ltd.

Investment Plan

Annex C-1

US$

Sr.	Particulars	Year 1								
		Initial / Start - up Period or Phase I			Onwards or Phase II			Total by shareholders		Total
		Total Phase I	Peacock	ITS	Total Phase II	Peacock	ITS	Peacock	ITS	
1	Plant and Machinery	998,970	998,970		387,337	387,337		1,386,307	-	1,386,307
2	Civil & Structural Construction	386,350	244,050	142,300	133,400	133,400		377,450	142,300	519,750
3	Working Capital Investment	443,600		443,600	418,600		418,600	-	862,200	862,200
4	Preoperating expenses	101,743	101,743				-	101,743	-	101,743
								-	-	-
	Total US$	1,930,663	1,344,763	585,900	939,337	520,737	418,600	1,865,500	1,004,500	2,870,000

Veneer International Myanmar Co., Ltd.
Plant and Machinery to be imported

Annex C-2
US$

		Unit Price	Initial / Start-up: Phase- I Nos.	Initial / Start-up: Total Phase I	Onwards: Phase II Nos.	Onwards: Total Phase II	Total Project Cost
A.0	**Log Peeling Section - 8 Feet Section:**						
A.1	Log Peeling Machine - 8 feet	149,850	1	149,850	1	149,850	299,700
A.2	Pneumatic Clipper - 8 feet	20,475	1	20,475	1	20,475	40,950
A.3	Reeling and Unreeling System - 8 feet	5,625	1	5,625	1	5,625	11,250
A.4	Knife Grinder Machine - 8 feet	19,125	1	19,125	1	19,125	38,250
A.5	Veneer Cuting Knifes - 108 inches	21,600	20	21,600	20	21,600	43,200
A.6	Pressure Bar (108" size)	1,620	2	1,620	2	1,620	3,240
A.7	Manual Clipper - 8 feet	5,000	2	10,000			10,000
A.8	Spare Parts for 8-Ft Peeling Machine	3,375	1	3,375	1	3,375	6,750
B.0	**Log Peeling Section - 4 Feet Section:**						
B.1	Log Peeling Machine - 4 feet	49,725	1	49,725			49,725
B.2	Pneumatic Clipper - 4 feet	7,313	1	7,313			7,313
B.3	Reeling and Unreeling System - 4 feet	3,938	1	3,938			3,938
B.4	Short Veneer Conveyor	1,125	1	1,125			1,125
B.5	Veneer Cuting Knifes - 50 inches	11,700	20	11,700			11,700
B.6	Spare Parts for 4-Ft Peeling Machine	3,375	1	3,375			3,375
B.7	Spindless Log Peeling Machine - 4 feet	38,542		-	1	38,542	38,542
C.0	**Dryer Section:**						
C.1	ROLLER JET DRYER : 5 SECTION 3 DECK	67,500	1	67,500	1	67,500	135,000
C.2	ROLLER JET DRYER : 4 SECTION 3 DECK	56,250	1	56,250			56,250
C.3	Gullotine Jointer	23,625	1	23,625	1	23,625	47,250
D.0	**Thermic Fluid Heater & Installation:**						
D.1	Oil Heater 15,00,000 kilo calorie / hour	95,750	1	95,750			95,750
D.2	Thermic Fluid Heater Balance of Plant	90,000	1	90,000			90,000
D.3	Chimney - 75 feet	30,000	1	30,000			30,000
D.4	Thermic Fuid - 5000 litres	13,500	1	13,500			13,500
D.5	Misc Spares Equipment	18,000	1	18,000			18,000

Veneer International Myanmar Co., Ltd.
Plant and Machinery to be imported

Annex C-2

E.0	**Ancilliary Equipment:**							
E.1	Hydraulic Mobile Crane - Hydra Type	31,500	1	31,500				31,500
E.2	Hydraulic Mobile Forklift	36,000	1	36,000		1	36,000	72,000
E.3	Gantry Crane	27,000	1	27,000				27,000
E.4	250 KVA Power Diesel Generator	29,250	2	58,500				58,500
E.5	Electric Installation, Cables & Switchgear	75,000	1	75,000		-		75,000
E.6	Spare equipment	58,500	1	58,500				58,500
E.8	Chain Saw	3,000	3	9,000				9,000

Total	US$		998,970			387,337	1,386,307

Veneer International Myanmar Co., Ltd.
Civil and structural construction

Annex C-3

		Dimension (L X B) feet	feet	Area Sq. Ft	US$ per Sq. Ft.	Initial / Start - up Phase I US$	Onwards Phase II US$	Total (US$)
1	Factory Floor Cementation	200	100	20,000	5.00	100,000		100,000
2	Shed Construction	80	100	8,000	10.00		80,000	80,000
3	Approach Road and Plant movement	30	500	15,000	7.00	105,000		105,000
4	Log Yard	100	100	10,000	7.00	70,000		70,000
5	Staff Quarters & WC Block	130	20	2,600	10.00	26,000		26,000
6	Boiler Room Shed & Ancilliary	30	40	1,200	15.00	18,000		18,000
7	Site Improvement and Changes Cost				Lumpsum	30,000		30,000
8	Office Building	30	60	1,800	20.00		36,000	36,000
9	**Contingency**				15%	37,350	17,400	54,750
	Total				US$	386,350	133,400	519,750

Veneer International Myanmar Co., Ltd.

Working capital requirement

Annex C-4

A.O	Gurjan Timber Investment	Consumption / Day	Production	Monthly Consumption	Log Inventory - no. of days	Avg Cost Price US$ / HT	Initial Start up or Phase I US$	Onwards or Phase II US$	Year 1 Total US$
		Hoppus Ton	Days / Month	Hoppus Ton	48	410			
A.1	Gurjan Logs - Phase I (or) Initial	20	24	480	960	393,600	393,600		393,600
A.2	Gurjan Logs - Phase II (or) Onwards	20	24	480	960	393,600		393,600	393,600
						Total	393,600	393,600	787,200
B.0	**Plant Operating Expenses**			**Monthly Provision**	**Provision for - Months**		**Phase I US$**	**Phase II US$**	**Total US$**
B.1	Operating Cost & Misc Cost	Initial	Lumpsum	50,000	1	50,000	50,000		50,000
B.2	Operating Cost & Misc Cost	Onwards	Lumpsum	25,000	1	25,000		25,000	25,000
						Total	50,000	25,000	75,000
	Total A+B+C					US$	443,600	418,600	862,200

Veneer International Myanmar Co., Ltd.

Working capital requirement

Ofiice Expenses

Annex C-5

US$ (United States Dollars)

Sr.	Particular	A/C	UP	Qty	Initial (or)Year 1 Amount	Year 2 Onwards UP	Year 2 Onwards Amount
	One Time Expense						
1	Computer (desktop)	Set	550	3	1,650	-	-
2	Computer (laptop)	Set	850	3	2,550	-	-
3	Printer/ Copier	Set	1,500	2	3,000	-	-
4	Office Equipment/Furniture	Lot	20,000	1	20,000	-	-
	Office Expenses - Recurring						
5	Communication Costs				2,400		2,400
6	Electricity				1,800		1,800
7	Office Rental				24,000		24,000
9	Company Car				12,000		12,000
10	Office Manager				4,200		4,200
11	Admin. Manager				6,000		6,000
					77,600		50,400

Veneer International Myanmar Co., Ltd.

Working capital requirement

Professional Services

Annex C-5A

US$

Sr.	Particular	A/C	UP	Qty	Initial or Year 1 Amount	Year 2 or Onwards Qty	Year 2 or Onwards Amount
1	Consultant Fees / Construction /Electrical	Lot	5,000	1	5,000	1	1,500
2	Project Management - Construction	Set	10,000	1	10,000	1	2,000
3	Project Management - Other	Set	10,000	1	10,000	1	
4	Legal and accounting fees	Lot	8,000	1	8,000	1	1,600
6	Other/additional categories	Lot		1	-	1	12,000
					33,000		17,100

Veneer International Myanmar Co., Ltd.
Raw Material Requirement

Annex C-6

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Timber	Hoppus Ton	9,600	11,520	11,520	11,520	11,520	11,520	11,520	11,520	11,520	11,520
Price	Ton/US$	410	410	410	410	410	410	410	410	410	410
Cost	US$	**3,936,000**	**4,723,200**	**4,723,200**	**4,723,200**	**4,723,200**	**4,723,200**	**4,723,200**	**4,723,200**	**4,723,200**	**4,723,200**

					Annual Consumption Year 1					Annual Consumption Year 2 Onwards	
		Landed Cost @ Factory	Procurement Mix	Weighted Average Cost	Phase I	Total US$	Phase II	Total US$	Total for Year 1	Phase I + Phase II	Total US$
					5,760		3,840		9,600	11,520	11,520
Average Raw Material Cost:											
Q Grade		440	2	880	3840	1,689,600	2560	1,126,400	2,816,000	7,680	3,379,200
ER Grade		350	1	350	1920	672,000	1280	448,000	1,120,000	3,840	1,344,000
			3	410	5,760	2,361,600	3,840	1,574,400	3,936,000	11,520	4,723,200

Veneer International Myanmar Co., Ltd.

Production and Sales

Annex C-7

US$

		Price/CBM	Year 1		Year 2		Year 3	
			Production	Income	Production	Income	Production	Income
Face/ back veneer	CBM	540	7,132	3,851,064	8,558	4,621,277	8,558	4,621,277
Core veneer	CBM	430	3,056	1,314,252	3,668	1,577,102	3,668	1,577,102
			10,188	$5,165,316	12,226	$6,198,379	12,226	$6,198,379

Veneer International Myanmar Co., Ltd.

Production and Sales

		Price/CBM	Year 4 Production	Year 4 Income	Year 5 Production	Year 5 Income	Year 6 Production	Year 6 Income
Face/ back veneer	CBM	540	8,558	4,621,277	8,558	4,621,277	8,558	4,621,277
Core veneer	CBM	430	3,668	1,577,102	3,668	1,577,102	3,668	1,577,102
			12,226	$6,198,379	12,226	$6,198,379	12,226	$6,198,379

Veneer International Myanmar Co., Ltd.

Production and Sales

		Price/CBM	Year 7		Year 8		Year 9	
			Production	Income	Production	Income	Production	Income
Face/ back veneer	CBM	540	8,558	4,621,277	8,558	4,621,277	8,558	4,621,277
Core veneer	CBM	430	3,668	1,577,102	3,668	1,577,102	3,668	1,577,102
			12,226	$6,198,379	12,226	$6,198,379	12,226	$6,198,379

Veneer International Myanmar Co., Ltd.

Production and Sales

			Year 10	
		Price/CBM	Production	Income
Face/ back veneer	CBM	540	8,558	4,621,277
Core veneer	CBM	430	3,668	1,577,102
			12,226	$6,198,379

Veneer International Myanmar Co., Ltd.

Annex C-8

List of local labor

US$

No	Destination	Salary/month/ person	Year 1 - Phase I + Phase II		Year 2 onwards	
			Person	Salary/year	Person	Salary/year
	Management					
1	Managing Director	1000	1	12,000	1	12,000
2	Director (Sales & Marketing)	1000	1	12,000	1	12,000
	Sub- Total	2000		$ 24,000	2	$ 24,000
						-
	Operation					-
3	Manager (GM)	1500	1	18,000	1	18,000
4	Accountant	500	1	6,000	1	6,000
5	Cashier	250	1	3,000	1	3,000
6	Admin Manager	400	1	4,800	1	4,800
7	Admin Ast Manager	250	1	3,000	1	3,000
8	Raw Procurement	400	1	4,800	1	4,800
9	Export Section (Asst Manager)	200	1	2,400	1	2,400
10	Timber Clark (Skill)	300	1	3,600	1	3,600
11	Driver (Admin)	200	2	4,800	2	4,800
12	Security	150	4	7,200	4	7,200
13	Maintenance Engineer	600	1	7,200	1	7,200
14	Electrical	200	1	2,400	1	2,400
15	Work shop Section Helper	120	3	4,320	3	4,320
16	Production manager	800	1	9,600	1	9,600
17	Peeling Team	250	6	18,000	6	18,000
18	Clipper Operator	150	3	5,400	3	5,400
19	Clipper Section Labor	120	8	11,520	8	11,520
20	Core Clipper Section	120	8	11,520	8	11,520
21	Grading Section	120	10	14,400	10	14,400
22	Dryer Section Labor	120	12	17,280	16	23,040
23	Packing	120	5	7,200	5	7,200
24	Boiler (Supervisor)	250	1	3,000	1	3,000
25	Boiler (Helper)	120	2	2,880	2	2,880
26	Crane Operator	250	1	3,000	1	3,000
27	Crane Operator (Helper)	150	1	1,800	1	1,800
28	General labour (Helper)	100	10	12,000	20	24,000
	Total		87	189,120	101	206,880

List of foreign labor

No	Destination	Salary/month/ person	Year 1 - Phase I + Phase II		Year 2 onwards	
			Person	Salary/year	Person	Salary/year
1	Peeling Operator (Supervisor)	1500	2	36,000	0	-
2	Dryer Operator (Supervisor)	1500	1	18,000	0	-
3	Grading Supervisor	1500	1	18,000	1	18,000
	Total			72,000		18,000

	Year 1 - Phase I + Phase II	Year 2 onwards
Salary/month	23,760	20,740
Salary/year	285,120	248,880

Veneer International Myanmar Co., Ltd.

Depreciation

Annex C-9

US$

Sr.	Particulars	Rate	Year 1		Year 2-10	
			Value	Annual Depreciation	Value	Annual Depreciation
1	Plant and Machinery	10%	1,386,307	138,631	1,386,307	138,631
2	Civil & Structural Construction	10%	519,750	51,975	519,750	51,975
	Total US$			**190,606**		**190,606**

Veneer International Myanmar Co., Ltd. **Annex C-10**

Profit and Loss Statement

US$

Particulars	Unit	Basic	Year 1	Year 2	Year 3	Year 4
Income						
Veneer export sales			5,165,316	6,198,379	6,198,379	6,198,379
Total income			**5,165,316**	**6,198,379**	**6,198,379**	**6,198,379**
Expenditure						
Raw Materials			3,936,000	4,723,200	4,723,200	4,723,200
Labor - Local			189,120	206,880	206,880	206,880
Labor - Foreign			72,000	18,000	18,000	18,000
HSD (Machinery, Vehicles)	2	US$/ton	19,200	23,040	23,040	23,040
Shipping documentation	3	US$/CBM	30,564	30,564	36,677	36,677
License and processing permit	1	US$/CBM	10,188	12,226	12,226	12,226
Packing & Stuffing Cost	2	US$/CBM	20,376	24,451	24,451	24,451
Transportation of finished goods	8	US$/CBM	81,504	97,805	97,805	97,805
Miscellaneous	1	US$/CBM	10,188	12,226	12,226	12,226
Electricity (primary)			45,000	54,000	59,400	62,370
Office/Sales Expenses			77,600	50,400	50,400	50,400
Consumable		Lumpsum	20,000	20,200	20,402	20,606
Repairs and Maintenance		Lumpsum	24,000	42,000	43,260	44,990
Travel		Lumpsum	20,000	20,100	20,201	20,302
Depreciation			190,606	190,606	190,606	190,606
Insurance		Lumpsum	15,000	15,750	16,538	17,364
Professional Services Expenses			33,000	17,100	17,955	18,853
Rent			132,000	132,000	132,000	141,600
Total expenditure			4,926,346	5,690,547	5,705,265	5,721,595
Gross Profit/Loss			238,970	507,832	493,115	476,784
Income-tax (25%)						
Profit after tax			**238,970**	**507,832**	**493,115**	**476,784**
Corporate Social Responsibility		2%	4,779	10,157	9,862	9,536
Profit after Tax & CSR			**234,191**	**497,676**	**483,252**	**467,249**

US$ 1 = Kyat 1000

Veneer International Myanmar Co., Ltd. | Annex C-10

Profit and Loss Statement

US$

Particulars	Unit	Basic	Year 5	Year 6	Year 7
Income					
Veneer export sales			6,198,379	6,198,379	6,198,379
Total Income			**6,198,379**	**6,198,379**	**6,198,379**
Expenditure					
Raw Materials			4,723,200	4,723,200	4,723,200
Labor - Local			206,880	206,880	206,880
Labor - Foreign			18,000	18,000	18,000
HSD (Machinery, Vehicles)	2	US$/ton	23,040	23,040	23,040
Shipping documentation	3	US$/CBM	36,677	36,677	36,677
License and processing permit	1	US$/CBM	12,226	12,226	12,226
Packing & Stuffing Cost	2	US$/CBM	24,451	24,451	24,451
Transportation of finished goods	8	US$/CBM	97,805	97,805	97,805
Miscellaneous	1	US$/CBM	12,226	12,226	12,226
Electricity (primary)			65,489	68,763	72,201
Office/Sales Expenses			50,400	50,400	50,400
Consumable		Lumpsum	20,812	21,020	21,230
Repairs and Maintenance		Lumpsum	46,790	48,662	50,608
Travel		Lumpsum	20,403	20,505	20,608
Depreciation			190,606	190,606	190,606
Insurance		Lumpsum	18,233	19,144	20,101
Professional Services Expenses			19,795	20,785	21,824
Rent			141,600	141,600	141,600
Total expenditure			5,728,631	5,735,989	5,743,683
Gross Profit/Loss			469,748	462,390	454,697
Income-tax (25%)				115,598	113,674
Profit after tax			**469,748**	**346,793**	**341,022**
Corporate Social Responsibility		2%	9,395	6,936	6,820
Profit after Tax & CSR			**460,353**	**339,857**	**334,202**

US$ 1 = Kyat 1000

Veneer International Myanmar Co., Ltd. **Annex C-10**

Profit and Loss Statement

US$

Particulars	Unit	Basic	Year 8	Year 9	Year 10
Income					
Veneer export sales			6,198,379	6,198,379	6,198,379
Total Income			6,198,379	6,198,379	6,198,379
Expenditure					
Raw Materials			4,723,200	4,723,200	4,723,200
Labor - Local			206,880	206,880	206,880
Labor - Foreign			18,000	18,000	18,000
HSD (Machinery, Vehicles)	2	US$/ton	23,040	23,040	23,040
Shipping documentation	3	US$/CBM	36,677	36,677	36,677
License and processing permit	1	US$/CBM	12,226	12,226	12,226
Packing & Stuffing Cost	2	US$/CBM	24,451	24,451	24,451
Transportation of finished goods	8	US$/CBM	97,805	97,805	97,805
Miscellaneous	1	US$/CBM	12,226	12,226	12,226
Electricity (primary)			75,811	79,602	83,582
Office/Sales Expenses			50,400	50,400	50,400
Consumable		Lumpsum	21,443	21,657	21,874
Repairs and Maintenance		Lumpsum	52,632	54,738	56,927
Travel		Lumpsum	20,711	20,814	20,918
Depreciation			190,606	190,606	190,606
Insurance		Lumpsum	21,107	22,162	23,270
Professional Services Expenses			22,916	24,061	25,264
Rent			153,960	153,960	153,960
Total expenditure			5,764,089	5,772,504	5,781,305
Gross Profit/Loss			434,291	425,876	417,074
Income-tax (25%)			108,573	106,469	104,269
Profit after tax			325,718	319,407	312,806
Corporate Social Responsibility		2%	6,514	6,388	6,256
Profit after Tax & CSR			319,204	313,019	306,550

US$ 1 = Kyat 1000

Veneer International Myanmar Co., Ltd.
Cash flow statement

Annex C-11

US$

	Construction & Set-Up	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Cash in flow	0	429,576	698,438	683,720	667,390	660,354	537,398	531,628
Profit after tax		238,970	507,832	493,115	476,784	469,748	346,793	341,022
Depreciation		190,606	190,606	190,606	190,606	190,606	190,606	190,606
Cash outflow	2,870,000	-	-	-	-	-	-	-
Investment	**2,870,000**							
Plant and Machinery	1,386,307							
Civil & Structural Construction	519,750							
/orking Capital Investment	862,200							
Preoperating expenses	101,743							
Net Cash Flow	**-2,870,000**	**429,576**	**698,438**	**683,720**	**667,390**	**660,354**	**537,398**	**531,628**
Accumulated cash flow	-2,870,000	-2,440,424	-1,741,986	-1,058,265	-390,875	269,478	806,877	1,338,505

Recoupment = 5th year 7 months

Veneer International Myanmar Co., Ltd.
Cash flow statement

Annex C-11

US$

	Year 8	Year 9	Year 10
Cash in flow	516,324	510,012	503,411
Profit after tax	325,718	319,407	312,806
Depreciation	190,606	190,606	190,606
Cash outflow	-	-	-
Investment			
Plant and Machinery			
il & Structural Construction			
Working Capital Investment			
Preoperating expenses			
Net Cash Flow	**516,324**	**510,012**	**503,411**
Accumulated cash flow	1,854,828	2,364,841	2,868,252

Recoupment = 5th year 7 months

Veneer International Myanmar Co., Ltd.
Internal Rate of Return

Annex C-12

Period	Net Cash flow	10%		20%	
		DF	DCF	DF	DCF
Construction	-2,870,000	1.0000	-2,870,000	1.0000	-2,870,000
Year 1	429,576	0.9091	390,524	0.8333	357,980
Year 2	698,438	0.8264	577,221	0.6944	485,026
Year 3	683,720	0.7513	513,689	0.5787	395,671
Year 4	667,390	0.6830	455,836	0.4823	321,851
Year 5	660,354	0.6209	410,028	0.4019	265,381
Year 6	537,398	0.5645	303,347	0.3349	179,974
Year 7	531,628	0.5132	272,809	0.2791	148,368
Year 8	516,324	0.4665	240,869	0.2326	120,080
Year 9	510,012	0.4241	216,295	0.1938	98,844
Year 10	503,411	0.3855	194,087	0.1615	81,304
			704,706		**-415,520**

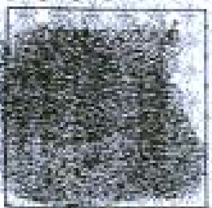
IRR Rate = 16.29 %

နိုင်ငံသား စိစစ်ရေး ကတ်ပြား



အရပ် — ၅-၄
သွေးအုပ်စု — (အို)
ထင်ရှားသည့် အမှတ်အသား —
အမည် —
ခေါ်အမည် —
မွေးသက္ကရာဇ် —
လူမျိုး —
ကိုးကွယ်သည့်ဘာသာ — ဗုဒ္ဓ

ထုတ်ပေးသူအရာရှိလက်မှတ်
အမည် —
ရာထူး —



မှတ်ချက်။ (၁) ခရီးသွားသည့်အခါ ထိုကတ်ပြား ဆောင်ထားသွားရမည်။

(၂) ပျောက်ဆုံး ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ မြို့နယ် လူဝင်မှုကြီးကြပ်ရေးနှင့် မြို့နယ် အင်အား ဦးစီး ဌာနမှူးထံသို့ အကြောင်းကြားရမည်။

ANNEX D

Land and Facilities Lease Agreement

Between

U Aung Nyunt and U Win Than Aung

and

Veneer International Myanmar Co., Ltd.,

DRAFT

LAND AND WAREHOUSE LEASE AGREEMENT

This LAND AND WAREHOUSE LEASE AGREEMENT (hereinafter referred to as LEASE AGREEMENT) is made on the .... day of 2015;

Between

U Aung Nyunt , a citizen of Myanmar and holder of National Scrutiny Card No.12/La Ma Ta (Naing) 023610, having its residence address at No.199, Anawratha Street, Lanmadaw Township, Yangon Region, Republic of the Union of Myanmar (hereinafter referred to as "the LESSOR" which expression shall, unless repugnant to the context of the meaning thereof, be deemed to include its successors, permitted assigns and legal representative) of the First Part,

U Win Than Aung a citizen of Myanmar and holder of National Scrutiny Card No.12/La Ma Ta (Naing)032518, having its residence address at No.199, Anawratha Street, Lanmadaw Township, Yangon Region, Republic of the Union of Myanmar (hereinafter referred to as "the LESSOR" which expression shall, unless repugnant to the context of the meaning thereof, be deemed to include its successors, permitted assigns and legal representative) of the First Part,

and

Veneer International Myanmar Co.,Ltd., a private company limited by shares incorporated under the laws of the Republic of the Union of Myanmar and having its registered office at Plot – No . 16 , at the corner of Thukhitar Street and Mya Ayeyar Street , Dagon Seikkan Industrial Zone (II) ,Dagon Seikkan Township ,Yangon Region, Republic of the Union of Myanmar (hereinafter referred to as "the LESSEE" which expression shall, unless repugnant to the context of the meaning thereof, be deemed to include its successors, permitted assigns and legal representatives) of the Second Part.

WITNESSETH that:-

WHEREAS the LESSEE is desirous of establishing and operating an "Manufacturing and Marketing of Veneer Products " on 3.501 acres(14168.0569 sq meter) land at Plot – No . 16 , at the corner of Thukhitar Street and Mya Ayeyar Street , Dagon Seikkan Industrial Zone (II) ,Dagon Seikkan Township ,Yangon Region (herein after refereed as to LAND);

AND WHEREAS the LESSOR represents and warrants that it is the legal and beneficial owner of the LAND and existing FACILITIES on it (the facilities are: 100ft x 200ft factory shed, another 20ft x 60ft shed having roof with supports and a 315 KVA transformer) and is willing to lease them to the LESSEE upon the terms and conditions herein contained;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

Article 1. DEFINITIONS

Unless the context otherwise requires, the terms used in this LEASE AGREEMENT shall have the meanings set forth below:

1.1 "LEASE AGREEMENT" shall mean this LAND AND FACILITIES AGREEMENT. All of the annexes attached to this LEASE AGREEMENT shall also form the integral parts of this LEASE AGREEMENT.

1.2 "THE PARTIES" shall mean collectively the LESSOR and the LESSEE and "THE PARTY" shall mean the LESSOR or the LESSEE as the context requires. "THIRD PARTY" shall mean any party/person which/who is not a party to this LEASE AGREEMENT.

1.3 "BUSINESS" shall mean establishment and operation of "Manufacturing and Marketing of Veneer Products".

1.4 "LAND" shall mean the parcel of land measuring an approximate area of 3.501 Acres at Plot – No . 16 , at the corner of Thukhitar Street and Mya Ayeyar Street , Dagon Seikkan Industrial Zone (II) ,Dagon Seikkan Township ,Yangon Region.

1.5 "FACILITIES" means 100ft x 200ft shed, 20ft x 60ft shed without walls and 315 KVA transformer existing on the land;

1.6 "BUILDING" shall means **Factory building** which the LESSEE will construct on the Land for the purpose of the Business and will also mean any extension or modification made to the existing sheds referred to in 1.5 above.

1.7 "FIL" shall mean the Republic of the Union of Myanmar Foreign Investment Law.

1.8 "MIC" shall mean the Republic of the Union of Myanmar Investment Commission.

Article 2. WARRANTY AND REPRESENTATION

2.1 Each party represents and warrants to the other party that it is a legal person duly authorized under the relevant laws and has the right, power, sound financial standing and authority to enter into this LEASE AGREEMENT.

2.2 The LESSOR ensures that the LESSEE shall peacefully and quietly enjoy the lease of the LAND and the WAREHOUSE during the lease period and extension thereof without any disturbances or interruption.

Article 3. LEASE OF LAND AND FACILITIES

3.1 In consideration of the payments referred to in Article 8 and subject to covenants and fulfillment of the terms and conditions of this LEASE AGREEMENT, the LESSOR hereby leases to the LESSEE the LAND and FACILITIES situated at Plot – No . 16 , at the corner of Thukhitar Street and Mya Ayeyar Street , Dagon Seikkan Industrial Zone (II) ,Dagon Seikkan Township ,Yangon Region and the LESSEE agrees to take on the lease for establishment and operation of "Manufacturing and Marketing of Veneer Products" subject to the terms and conditions of this LEASE AGREEMENT.

Article 4. CONDITIONS PRECEDENT

4.1 This LEASE AGREEMENT is conditional upon receipt of all necessary and requisite approval for the BUSINESS from relevant government authorities in the Republic of the Union of Myanmar.

Article 5. EFFECTIVE DATE

5.1 This LEASE AGREEMENT shall come into force and become effective on the date of signing by both the parties hereto having been authenticated by witnesses after obtaining the approvals and permits from relevant government authorities of the Republic of the Union of Myanmar.

Article 6. TERM

6.1 This LEASE AGREEMENT shall come into force and effect on the date of its signing.

6.2 First year lease period shall be effective retrospectively from 30 September 2014 subject to the permit being obtained by the LESSEE from the MIC under FIL.

6.3 The term of the lease shall be for an Initial Period of (10) years commencing from the 30 September 2014 until 29th September 2024. On completion of Initial Period the Parties shall negotiate in good faith and extend the LEASE AGREEMENT for an additional period of 5 years until 29th September 2029 i.e. Secondary Period. Upon completion of the Secondary Period the Parties shall negotiate in good faith and extend the LEASE AGREEMENT for another period of 5 years until 29th September 2034 i.e. the Final Period. It is understood by the Parties that extension into Secondary Period and Final Period is subject to negotiation between the Parties and the approval of the Myanmar Investment Commission.

6.4 The LESSEE shall be given the option to extend the lease by giving a notice stating proposed period of extension. In case the LESSEE opts to extend the lease for another extendable term stipulated in Article 6.3 within one year before the expiration of the term in effect, the LESSOR shall extend the lease under the same terms and conditions subject to the approval of MIC.

Article 7. GOVERNING LAW AND JURISDICTION

7.1 This LEASE AGREEMENT shall be governed by and construed in all respects in accordance with the laws of the Union of Myanmar.

7.2 The parties hereto hereby agree to submit to the jurisdiction of the relevant Court of Myanmar and all courts competent to hear appeals there from.

Article 8. LEASE PAYMENT

In consideration of the LESSOR entering into this LEASE AGREEMENT, the LESSEE shall make the following payments to the LESSOR.

8.1 ANNUAL RENT

8.1.1 The LESSOR and the LESSEE agree that the rent for initial 10 years shall be as follow:

(a) US$ 11,000 (United States Dollars Eleven Thousand Only) per month for the first three (3) years i.e. for the period from 30th September 2014 to 29th September 2017 (US$ 9.3/m2/ year).

(b) US$ 11,880 (United States Dollars Eleven Thousand Eight Hundred and Eighty Only) per month for the following three (3) years i.e. for the period from 30th September 2017 to 29th September 2020 (US$ 10.06/m2/ year)

(c) US$ 12,830 (United States Dollars Twelve Thousand Eight Hundred Thirty Only) per month for the following four (4) years i.e. for the period from 30th September 2020 to 29th September 2024 (US$ 10.86/m2/ year)

(d) The rent for the 10th year i.e. period from 29th September 2023 to 30th September 2024, the amount of UD$ 153,960 (United States Dollars One Hundred and Fifty Three Thousand Nine Hundred Sixty Only) shall be set-off from the deposit amount mentioned in 8.3.2, an amount of US$ 132,000 (United States Dollars One Hundred and Thirty Two Thousand Only), resulting in a balance to be paid of US$ 21,960 (United States Dollars Twenty One Thousand Nine Hundred Sixty Only).

8.1.2 The rent after the first 10 years term may be reviewed. If the parties should determine that an adjustment thereof should be made, then such upwards adjustment should not be more than **15%** of the then existing rental of US$ 12,830 (United States Dollars Twelve Thousand Eight Hundred Thirty Only) per month.

8.2 PAYMENT TERM

8.2.1 For the rent of first year, 50% (rent for 6 months) amounting to US$ 66,000 (United States Dollars Sixty Six Thousand Only) shall be paid on 30-1-2015 and rent for the rest 6 months amounting to US$ 66,000 (United States Dollars Sixty Six Thousand Only) shall be paid on 30-4-2015.

8.2.2 For the remaining 9 years in initial lease term shall be, payment for each year shall be made within one month before its respective year i.e. by 30th August of each year, as follows:

(a) On 30th August 2016 to 2017 US$ 132,000 (United States Dollars One Hundred Thirty Two Thousand Only)

(b) On 30th August 2018 to 2020 US$ 142,560 (United States Dollars One Hundred Forty Two Thousand Five Hundred and Sixty Only)

(c) On 30th August 2021 to 2024 US$ 153,960 (United States Dollars One Hundred Fifty Three Thousand Nine Hundred and Sixty Only)

8.3 DEPOSIT AND BOOKING PERIOD

8.3.1 In order to effect booking of the land during the course of application for investment permit, the LESSEE shall pay US$ 132,000 (United States Dollars One Hundred and Thirty Two Thousand Only) as deposit to book the land and the facilities, as follows:

(a) An amount of US$22,000 (United States Dollars Twenty Two Thousand Only) on the date of the execution of this LEASE AGREEMENT, i.e. 27th August 2014.

(b) Out of the balance, an amount of US$110,000 000 (United States Dollars One Hundred and Ten Thousand Only), US$66,000 (United States Dollars Sixty Six Thousand Only) shall be paid on 10th September 2014, and US$44,000 (United States Dollars Forty Four Thousand Only) shall be paid on 20th September 2014.

8.3.2 The deposit will be kept by the LESSOR for entire duration of lease term of 10 years. If the LESSE fails to use the LAND and the FACILITIES for entire period of initial 10 years lease time at any point after payment of deposit that deposit will not be refunded by the LESSOR. In the event the LESSE uses the land for the entire period of 10 years then the deposit mentioned in 8.3.1 above will be adjusted against the Annual Rent for the 10th year i.e. 29th September 2023 to 30th September 2024 as mentioned in 8.1.1 (d) above.

Article 9. OBLIGATIONS AND RIGHTS OF THE LESSEE

The LESSEE hereby covenants with the LESSOR for the followings:-

9.1 The LESSEE shall start its activities without undue delay after the permit is granted by the MIC.

9.2 The LESSEE shall make its investment in the manner prescribed under the FIL.

9.3 The LESSEE observing and performing the conditions herein contained such as but not limited to paying the rent hereby reserved, shall peacefully and quietly possess and enjoy the use of the LAND and FACILITIES.

9.4 The LESSEE shall have the right to construct buildings including making modifications necessary to the existing FACILITIES, and its related infrastructure deemed necessary and appropriate for the implementation and operation of its BUSINESS.

9.5 The LESSEE shall note that the investment under this LEASE AGREEMENT and all its economic operations carried out in pursuant thereof shall be governed and construed by the existing laws of the Republic of the Union of Myanmar and modifications made thereto from time to time.

9.6 The LESSEE shall provide the LESSOR or other agencies of the Government of the Republic of the Union of Myanmar such information or data as may reasonably be

requested of it in connection with its operations covered by this LEASE AGREEMENT.

9.7 The LESSEE shall not have the right to sell, assign, transfer or otherwise dispose of all or any part of its rights and interests under this LEASE AGREEMENT to any of its affiliates or any other party without the prior approval of the LESSOR and the MIC.

9.8 The LESSEE shall maintain books and records of accounts in accordance with generally accepted and recognized accounting standard and shall produce them for inspection by authorized and empowered agency of the Government of the Union of Myanmar when reasonably called upon or required under any law to do so. It shall also allow inspection of its operation by such an agency under similar conditions.

9.9 The LESSEE shall strictly comply with the laws, rules and regulations of the government and local authorities and observe the order of the LESSOR relating to compliance with this LEASE AGREEMENT.

9.10 The LESSEE shall ensure that its foreign personnel and their families abide by the Laws of the Republic of the Union of Myanmar and they do not interfere in the internal affairs of the Republic of the Union of Myanmar.

9.11 The LESSEE shall procure all necessary insurance set forth under the FIL, Myanmar Insurance Laws, directives and orders issued under these laws.

9.12 The LESSEE must take reasonable measures to prevent environmental pollution due to discharge of waste materials from the BUSINESS.

9.13 The LESSEE shall pay all municipal taxes, rates as well as assessments except land tax mentioned in Article 10.2 of this LEASE AGREEMENT during the period of this LEASE AGREEMENT that now are or may hereinafter during the said term be imposed upon the said land or any part thereof.

9.14 On the leased land, the LESSEE shall not carry out any activity which is not related to project approved by MIC.

9.15 Apart from the business permitted by the MIC, the LESSEE shall not extract above / underground natural resources at the leased land.

9.17 After obligations in the agreement have been discharged and lease is terminated, leased land shall be transferred to the LESSEE within the last year period of time.

9.18 If this agreement is terminated before expiry of the term for any reason, rent shall be settled in accordance with the stipulation contained in this Lease Agreement in order not to cause damage to the LESSEE before transferring.

Article 10. OBLIGATIONS OF THE LESSOR

On the condition that the LESSEE paying the rent given and performing and observing the covenants, conditions and agreement herein contained, the LESSOR hereby covenants with the LESSEE as follows:

10.1 The LESSOR shall provide vacant possession of the LAND and FACILITIES to the LESSEE free and clear of all encumbrances, liens and claims of any kind whatsoever and all costs of compensation or relocation, if any, of existing tenants, lessees, licenses and all other occupiers of the LAND shall be borne by the LESSOR only.

10.2 The LESSOR shall pay the land revenue for the LAND throughout the term of the lease period.

10.3 The LESSOR shall use its best endeavors to ensure that the LESSEE has access to the necessary infrastructure such as approaches, water, electricity, telephone services, email and internet services provided by the relevant Government Authorities.

10.4 The LESSOR shall inform the MIC of having been transferred of the land within 7 days from the receipt of the leased land.

10.5 The LESSOR in good faith and as reasonably required by the LESSEE shall offer all assistance including providing of documents, undertakings, and no objection certificates etc. to the LESSEE if requested for by the LESSEE to enable the use of the LAND and FACILITIES by the LESSEE.

Article 11. DUTIES AND TAXES

11.1 The LESSEE shall be responsible for the payment of all stamp duties which may arise from signing of this LEASE AGREEMENT and for the payment of duties and taxes of all kinds which may arise from pursuing the object of the Land lease, the installations erected thereon and its operation.

Article 12. LAW OF PERFORMANCE

12.1 Each of the parties acknowledges and confirms that all the activities carried out under this LEASE AGREEMENT shall be in accordance with laws, rules, regulations, directives in force in the Republic of the Union of Myanmar.

12.2 The Parties undertake to act in good faith with respect to each other's rights under this LEASE AGREEMENT and to adopt all reasonable measures to ensure the realization of the objectives of this LEASE AGREEMENT.

Article 13. NATURAL RESOURCES

13.1 Mineral resources, treasures, gems and other natural resources discovered unexpectedly from, in or under the leased land during the terms of this LEASE AGREEMENT and extension thereof shall be the property of the Government of The Republic of the Union of Myanmar.

13.2 If the LESSEE finds out natural resources, antique, ancient monument or treasure trove on or under the LAND, it shall inform within 24 (twenty four) hours from the time of such finding to the Head of relevant township administration office and the Commission.

13.3 The LESSEE shall inform immediately to the Commission if natural mineral resources or antique objects and treasure trove which are not related to the permitted

business and not include in the original contact are found above and under the land on which he is entitled to lease or use, continuing to carry out business on such land if the Commission allows and transferring and carrying out to the substituted place which is selected and submitted by the investor if the permission of continuing to carry out is not obtained.

Article 14. DEFAULT

14.1 It is mutually agreed that if LESSEE fails to a substantial extent to perform or observe the terms and conditions of this LEASE AGREEMENT and fails to rectify such non-performance or non-observance within ninety (90) days notice in writing from the LESSOR of such default, the LESSOR shall be at liberty to re-enter upon and take possession of the land or any part thereof, and this LEASE AGREEMENT shall thereupon cease and terminate, provided that such right of re-entry shall not prejudice any right of action or other remedy of the LESSOR for the recovery of rent due from the LESSEE up to date of such termination or in respect of any other breach by the LESSEE of the term and conditions of this LEASE AGREEMENT.

Article 15. RENEGOTIATION & MODIFICATON

15.1 In the event any situation or condition arises due to circumstances not envisaged in this LEASE AGREEMENT and warrants amendments to this LEASE AGREEMENT, the parties shall negotiate with a view to making the necessary amendments. The Parties agree that any amendment made to this LEASE AGREEMENT shall not be detrimental to the interest of the other Party and all amendments shall be made will be reasonable and made in good faith.

15.2 All modifications change and/or amendments to this LEASE AGREEMENT intended to be an integral part of this LEASE AGREEMENT shall only be valid if agreed and confirmed in writing by both parties with prior approval of the MIC.

Article 16. ARBITRATION

16.1 Any dispute, controversy or difference between the parties arising from or in connection with this LEASE AGREEMENT or for the breach hereof, shall be first resolved through mutual consultations and amicable settlement. In the event such dispute cannot be resolved to the mutual satisfaction of the parties, the matter shall be submitted for final settlement, upon written request of either party, to an arbitration committee composed of three (3) members, one selected by the LESSOR, another by the LESSEE, and the third by the two (2) arbitrators thus chosen. The language of the arbitration shall be English.

16.2 The arbitration proceedings shall be conducted in a place in Yangon, Myanmar acceptable to both parties and shall commence not later than ten (10) calendar days after the arbitration committee is constituted. The arbitration committee shall render its decision within thirty (30) calendar days after the parties have completed presenting their respective cases. The decision of the majority of the arbitration committee shall (i) be final, (ii) be binding upon the LESSOR and the LESSEE, and (iii) be enforceable against either party in any court of competent jurisdiction.

16.3 All expenses in connection with the arbitration proceedings, excluding the fees of the respective legal counsels of the parties but including the fees of the arbitrators, shall be borne by the party against whom the award is made.

16.4 In respect of matters not covered by the preceding paragraphs, the provisions of the Myanmar Arbitration Act 1944 (Myanmar Act No. IV of 1944) or any subsisting statutory modifications thereof shall apply.

Article 17. FORCE MAJEURE

17.1 A party hereto shall be excused from its obligations hereunder when and to the extent that performance thereof is delayed or prevented by any Force Majeure event, that is any event beyond the reasonable control of a party and which is unavoidable notwithstanding the reasonable care of the party affected. The word "Force Majeure" shall include, without limitation, earthquakes, storms, typhoons, floods, fires, civil unrest or disturbance, war outbreaks or other unpredicted disasters beyond anyone's control or prevention.

17.2 The party affected by any such Force Majeure event which seeks to excuse its performance under this LEASE AGREEMENT or under any of the provision hereof shall promptly notify within 14 (fourteen) days after the occurrence of such event to the other party advising the latter of the excuse and the steps it will take to complete such performance. A party seeking the excuse will be excused with the approval of the other party from such performance to the extent such performance is delayed or prevented provided that the party so affected shall use reasonable practical efforts to complete such performance. Notwithstanding the foregoing, should such Force Majeure event remain more than six (6) months as from the date of such notification thereof, this LEASE AGREEMENT shall be deemed to be terminated but subject to re-negotiation for renewal at the end of such event.

Article 18. TERMINATION OF THE LEASE AGREEMENT

18.1 Save for a fundamental breach on the part of either party or in accordance with Article 18.2 hereunder, this LEASE AGREEMENT shall run for the entirety of the period as specified in the above Article 6 of this LEASE AGREEMENT.

18.2 The Parties hereto may terminate this LEASE AGREEMENT by mutual agreement approved by the MIC on the following conditions:-

18.2.1 Expiration of the lease period or extension thereof;

18.2.2 Substantial and continuous losses to the BUSINESS;

18.2.3 Breach of a material term of this LEASE AGREEMENT by one of the Parties;

18.2.4 Occurrence of Force Majeure for a period of more than six (6) months;

18.2.5 Incapability of implementing the original aims and objectives of this LEASE AGREEMENT; or

18.2.6 By mutual consent, provided that both parties shall jointly submit an application for the termination of this LEASE AGREEMENT to the MIC in accordance with the FIL.

18.3 If the investment permit granted to LESSEE under the FIL is withdrawn for any justifiable reason, this LEASE AGREEMENT shall be deemed to have been terminated on the date of such withdrawal.

18.4 If at any time during the operation of the BUSINESS, if either party fails to comply with the terms and conditions as mentioned in this LEASE AGREEMENT and fails to rectify such noncompliance within (90) days' written notice issued by the non - defaulting party, the non - defaulting party shall have the right to terminate this LEASE AGREEMENT.

18.5 Application shall be submitted to the MIC at least 6 months in advance if desirous of terminating the business for not being profitable or incurring loss or any other reason.

18.6 On termination of this LEASE AGREEMENT, the operation under this LEASE AGREEMENT shall be deemed to have ceased and the winding up of the operations shall be undertaken in accordance with the existing laws of the Republic of the Union of Myanmar.

Article 19. TAKING AWAY THE ASSETS

19.1 At the expiry of the LEASE AGREEMENT term or extension as mentioned in Article 6 thereof, the LESSEE shall take away its fixtures on the land and in the building which are installed by the LESSEE at its cost.

Article 20. ADDRESS FOR CORRESPONDENCE

All correspondence exchanged between the parties shall be, unless and until the party concerned gives notice of the change, sent to:-

U Aung Nyunt
Address: No.199, Anawratha Street, Lanmadaw Township, Yangon Region, Myanmar
Phone :
Fax :
Email :

U Win Than Aung
Address: No.199, Anawratha Street, Lanmadaw Township, Yangon Region, Myanmar
Phone :
Fax :
Email :

Veneer International Myanmar Co., Ltd
Address: Plot – No . 16 , at the corner of Thukhitar Street and Mya Ayeyar Street , Dagon Seikkan Industrial Zone (II) ,Dagon Seikkan Township ,Yangon Region
Phone :
Fax :
Email :

Article 21. COUNTERPARTS

21.1 This LEASE AGREEMENT written in English, considered as the official version, shall be executed in (two) separate counterparts which are exactly identical and each of which shall be deemed as original.

Article 22. LANGUAGE

22.1 All correspondence related to this LEASE AGREEMENT shall be in English.

Article 23. MISCELLANEOUS MATTERS

23.1 No exercise or failure to exercise or delay in exercising any right, power or remedy vested in any party under or pursuant to this LEASE AGREEMENT shall constitute a waiver by that party of that or any other right, power or remedy.

23.2 Each party shall from time to time upon the request of the other party execute any additional documents or instruments and do any other acts or things which may reasonably be required to effectuate the purpose of this LEASE AGREEMENT.

23.3 The provisions of this LEASE AGREEMENT shall be severable, and invalidity of any of the provisions of this LEASE AGREEMENT shall not affect the validity of the remaining provisions thereof.

23.4 Any party hereto at any time of any breach of any of the terms and conditions of this LEASE AGREEMENT shall not be interpreted as a waiver of any other terms and conditions of this LEASE AGREEMENT.

23.5 Matters not provided in this LEASE AGREEMENT shall be discussed in good faith and mutually agreed on by the parties.

23.6 The headings in this Agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and affixed their seals on the day, the month and the year first above mentioned.

FOR AND ON BEHALF OF **U Aung Nyunt**	FOR AND ON BEHALF OF **Veneer Intl Myanmar Co., Ltd.**
....	....
Name	Name ....
Designation..................	Designation.......................
Date	Date ....

အထူးကပ်တံဆိပ်ခေါင်း
SPECIAL ADHESIVE LABEL
ငါးရာကျပ်
FIVE HUNDRED KYATS

အထူးကပ်တံဆိပ်ခေါင်း
SPECIAL ADHESIVE LABEL
နှစ်ရာကျပ်
TWO HUNDRED KYATS

အထူးကပ်တံဆိပ်ခေါင်း
SPECIAL ADHESIVE LABEL
တစ်ရာကျပ်
ONE HUNDRED KYATS

ငှားစာချုပ်

5 SEP 200[illegible]

၁၉ ______ ခုနှစ်၊ (မြေငှား) အမှတ်စဉ် အမှတ် ______ အရ ထုတ်ပေးသည်။

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် "အငှားချထားသူ" ဟု ရည်ညွှန်းသည်။ "အငှားချထားသူ" ဆိုသည့် စကားရပ်တွင် မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်း ပါဝင်သည်။)

______ မြို့နေ၊ ဦး ______ ၏၊ သား/သမီး ဖြစ်သော ဦး ______ အမျိုးသားမှတ်ပုံတင်အမှတ် ______ (နောက်တွင် "အငှား စာချုပ်ရသူ" ဟု ရည်ညွှန်းသည်။) တို့၊ ၁၃ ______ ခုနှစ်၊ ______ လဆန်း/လပြည့်ကျော် ______ ရက်နေ့၊ ၁၉ ______ ခုနှစ်၊ (______ လ ______ ရက်) တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ်–ချုပ်ဆိုကြသည်။

အငှား စာချုပ်သူက–နောက်တွင် သတ်မှတ်ထားသည့် မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့် လည်းကောင်း၊ နောက်တွင်ပါရှိသော ပဋိညာဉ်ခံချက်များကို ပြုသောကြောင့်လည်းကောင်း၊ အောက်ပါဇယား၌ ဖော်ပြထားသော မြေကွက်အားလုံးကိုထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်–ထွက် သွားလာနိုင်ခွင့် စသော သက်သာခွင့်များနှင့် အခြားအခွင့်အရေးများနှင့်တကွအငှားချထားသူက အငှားစာချုပ်ရသူအား ဤစာချုပ်ဖြင့် အငှားချထားသည်။ အဆိုပါမြေကွက်အတွင်း မြေပေါ်မြေအောက်ရှိ သတ္တုတွင်းများ၊ ဓာတ်သတ္တုပစ္စည်းများ၊ မြေမြှုပ်ဘဏ္ဍာများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့် ကွာရီ (Quarries) စသည်တို့သည်ဤစာချုပ်ဖြင့် အငှားချထားခြင်း၌ မပါဝင်ချေ။ ထိုသို့ ရှာဖွေတူးဖော်ရယူ၊ သယ်ဆောင်ရာ၌ အဆိုပါမြေကွက်၏ မျက်နှာပြင်ကို နောက်ယှက်ပျက်စီးစေခဲ့လျှင်၊ အငှားစာချုပ်ရသူအားသင့်တော်သော လျော်ကြေးကို အငှားချထားသူက ပေးရမည်။ ထိုလျော်ကြေးနှင့် စပ်လျဉ်း၍ အငြင်းဖြစ်ပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲဖြစ်သော အက်ဥပဒေ၏ သို့တည်းမဟုတ် စည်းမျဉ်းဥပဒေများ၏ ပြဋ္ဌာန်းချက်နှင့်အညီ ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်။

ထို့ကြောင့် ဤစာချုပ်–ချုပ်ဆိုသည့် ______ နေ့မှစ၍ နှစ်ပေါင်း ခြောက်ဆယ်ကာလ အပိုင်းအခြားအတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါမြေကွက်ကို အငှားချထားသည်။

နှစ်ပေါင်း ခြောက်ဆယ် မြေငှားစာချုပ် ကာလအပိုင်းအခြားတွင် ______ ခုနှစ် ______ လ ______ ရက်နေ့၌ ကုန်ဆုံးသည့် ပထမ တစ်ဆယ့်ငါးနှစ်အတွင်းတွင် ကျပ် ______ ပြား ______ (______) တိတိကို ဇန်နဝါရီလ ၁–ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဇန်နဝါရီလ ၁–ရက်နေ့တွင် လည်းကောင်း၊ ဧပြီလ ၁–ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ဧပြီ ၁–ရက်နေ့တွင် လည်းကောင်း၊ ဇူလိုင်လ ၁–ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဇူလိုင်လ ၁–ရက်နေ့တွင် လည်းကောင်း၊ အောက်တိုဘာလ ၁–ရက်နေ့မှစသည့် သုံးလပတ်အတွက် အောက်တိုဘာလ ၁–ရက်နေ့တွင်လည်းကောင်း၊ ကြိုတင်ပေးဆောင်ရမည်။ အဆိုပါ နှစ်ခြောက်ဆယ်ကာလ အပိုင်းအခြား၏ ဒုတိယတဆယ့်ငါးနှစ်နှင့်တတိယတစ်ဆယ့်ငါးနှစ်၊ စတုတ္ထတစ်ဆယ့်ငါးနှစ်အတွက် အပိုဒ် ၃–တွင်ပြဋ္ဌာန်းထားသည့်နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့် မြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင်ရမည်။

၁။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်၊

(က) အထက်၌ မြေငှားခကိုပေးဆောင်ရန် သတ်မှတ်ထားသည့် နေ့ရက်များတွင် သတ်မှတ်ထားသည့် နည်းလမ်းအတိုင်း၊ အဆိုပါမြေငှားခနှင့် အဆိုပါမြေကွက်ပေါ်၌လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော အဆောက်အအုံပေါ်၌သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌လည်းကောင်း အဆိုပါ နှစ်ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ဆဲ စည်းကြပ်လတ္တံ့ ဖြစ်သော အခွန်အတုတ်အားလုံးကို ပေးဆောင်ရန်။

(ခ) ဤစာချုပ်ချုပ်ဆိုသည့်နေ့မှ ၆-လအတွင်း စတင်ဆောက်လုပ်၍ နှစ်နှစ်အတွင်း အဆိုပါမြေကွက်ပေါ်၌ ကောင်းမွန်ခိုင်ခံ့သော လူနေအိမ်၊ ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့်တရားဥပဒေများနှင့် အညီ၊ ပြီးစီးအောင်ဆောက်လုပ်ရန်နှင့် ထိုလူနေအိမ်စသည်တို့ကို အဆိုပါနှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြားအတွင်း ပြုပြင်မွမ်းမံထားရှိရန်။

(ဂ) အဆိုပါမြေကွက် တည်ရှိသောရပ်ကွက်၌ သက်ဆိုင်ရာဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်နှင့် ရေပိုက်များ ချထားလျှင်၊ ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့်တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ်၌ ဆောက်လုပ်ထားသော အဆောက်အအုံများကို ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန်။

(ဃ) သက်ဆိုင်သော ဒေသန္တရအာဏာပိုင်က ခွင့်ပြုသော အဆောင်ခွဲနှင့် အလုပ်သမားတန်းလျားများမှအပ အဆိုပါမြေကွက်ပေါ်၌ အဆောက်အအုံတစ်ခုထက်ပို၍ မဆောက်လုပ်ရန်။

(င) အငှားချထားသူ၏ စာဖြင့် သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ၊ နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားအတွင်းအဆိုပါမြေကွက်ကို လူနေအိမ်ဆောက်လုပ်ရန်အတွက် မှတစ်ပါး၊ အခြားကိစ္စအတွက် အသုံးပြုရန်နှင့် အဆိုပါ မြေကွက်ပေါ်တွင် ဆောက်လုပ်သည့် လူနေအိမ်ကို လူနေအိမ်အဖြစ်မှ တစ်ပါး အခြားနည်း အသုံးမပြုရန်။

(စ) အငှားချထားသူ၏ စာဖြင့် ကြိုတင်သဘောတူညီချက်မရရှိဘဲ၊ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်းမပြုရသည့်ပြင် ၄င်းမြေ တစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တစ်ဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများမပြုလုပ်ရ။

(ဆ) ဤစာချုပ်နှင့်စပ်လျဉ်း၍ မည်သည့်ကိစ္စအတွက်မဆို၊ အဆိုပါမြေကွက်သို့ဖြစ်စေ၊ အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသောအဆောက်အအုံသို့ဖြစ်စေ၊ နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားတွင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော် အစိုးရ ဆောက်လုပ်ရေး ဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၏ အမိန့်အရ ဆောင်ရွက်သူများအား နေ့ခင်းသင့်တော်သည့် အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်။

(ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြား ကုန်ဆုံးသောအခါ အဆိုပါမြေကွက်တည်ရှိသည့် အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွဲကပ်ထားသော ပစ္စည်းမပါဝင်စေဘဲ၊ အဆိုပါမြေကွက်ကို အငှားချထားသူအား အေးအေးဆေးဆေး ပြန်လည် ပေးအပ်ရန်။ သို့ရာတွင် အငှားချထားသူက အပိုဒ် ၂-အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရုပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသည့် အဆောက်အအုံ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသောပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးအေးဆေးဆေး ပြန်လည်ပေးအပ်ရန်။

အပိုပဋိညာဉ်ခံချက်များ

ဖော်ပြပါ မြေငှားခနှုန်းသည် ယာယီမျှသာဖြစ်၍ ၁၉ ၂၀၀၂ ခုနှစ် အတွင်းတွင် ဖြစ်စေ ထိုနောက် အချိန်ကာလတွင် ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန် ဖြစ်သည်။

၂။ အဆိုပါ မြေငှားခကို တောင်းဆိုသည်ဖြစ်စေ၊ မတောင်းဆိုသည်ဖြစ်စေ၊ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက် မြေငှားခကို သို့တည်းမဟုတ် ၄င်း၏ အစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယလ ဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခ မပြေကျန်ရှိလျှင် သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင် ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များ အတိုင်း လိုက်နာဆောင်ရွက် ရန် ပျက်ကွက်လျှင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ် ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်သည် အဆိုပါ မြေငှားခကို ရယူရန် ချက်ချင်း အမှုဖွင့်နိုင်သည်။ ထို့ပြင် သို့တည်းမဟုတ် ယခင်က ပဋိညာဉ်ခံ ချက်ပျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကို ဖြစ်စေ၊ အဆိုပါမြေကွက်ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေ စွန့်လွှတ်ခဲ့စေကာမူ ဤစာချုပ်ကို ပယ်ဖျက်၍ အဆိုပါ မြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသော အဆောက်အအုံများ၊ ထိုဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို သိမ်းယူနိုင်သည်။

၃။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်။

(က) အပိုဒ် ၂-အရ၊ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နို့တစ်စာကို အငှားချထားသူက မိမိ သင့်လျော်သည်ဟု ထင်မြင်သည့် နည်းလမ်းအတိုင်း အငှားဂရန် ရသူ၏ နောက်ဆုံး သိရှိရသော လိပ်စာတပ်ပြီး ရေစစ္စတြီပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည်။ သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နို့တစ်စာကို အဆိုပါမြေကွက်၊ အဆောက်အအုံ စသည့် ပစ္စည်းများ၏ ထင်ရှား၍ လူအများမြင်သာသောနေရာတွင် ကပ်ထားနိုင်သည်။ အဆိုပါ နို့တစ်စာကိုပြဆိုသည့်နည်းလမ်းအတိုင်းပို့ခြင်း၊ ကပ်ထားခြင်း ပြုလုပ်ပြီးနောက် ရက်ပေါင်း ခြောက်ဆယ်အတွင်း အငှားစာချုပ် ရသူက အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်အား မပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း သို့တည်းမဟုတ် အဆိုပါမြေကွက် ပြန်လည်သိမ်းယူခြင်း၊ သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည် အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ် အားလုံးနှင့်တကွ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အခြားပဋိညာဉ်ခံချက် တစ်ခုခုနှင့် စပ်လျဉ်း၍ ဖျက်ကွက်သည့်အတွက် နစ်နာမှုကို ပပျောက်စေရန် အဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင် လည်းကောင်း အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ်ခံချက်များအတိုင်း နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကျန်ရှိနေသေးသော ကာလအဖို့ အဆိုပါမြေကွက်နှင့် ပြန်လည် သိမ်းယူသည့်အချိန်တွင် ထိုမြေကွက်ပေါ်၌တည်ရှိနေသော အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို လက်ရှိ ထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန်။ သို့ရာတွင် မီးကြောင့်သော်လည်းကောင်း၊ အခြား အကြောင်းတစ်ခုခုကြောင့်သော်လည်းကောင်း ပျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ ပြန်လည်သိမ်းယူ သည့်အခါက ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ အမှုထမ်းများသို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်ဆီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတစ်ပါး အဆိုပါမြေကွက် ပေါ်တွင် ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ တည်ရှိသော အဆောက်အအုံနှင့် အခြားပစ္စည်းများ၏ တန်ဖိုးယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ် ပျက်ဆီးယိုယွင်းခြင်းအတွက် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၌ တာဝန်မရှိစေရန်။

(ခ) အပိုဒ် ၂-အရ၊ ဤစာချုပ်ကိုပယ်ဖျက်ပြီး မဟုတ်လျှင်လည်းကောင်း၊ အငှားစာချုပ်ရသူကနှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား ကုန်ဆုံးသည့်အထိ အဆိုပါမြေငှားခကိုပြေလည်အောင် ပေးဆောင်၍ ဤစာချုပ်ပါမိမိပြုလုပ်သည့် ပဋိညာဉ်ခံ ချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်လည်းကောင်း အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်ပေါ်တွင် တည်ဆောက်တွယ်ကပ် ထားသောအဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြားမကုန်မီ ခြောက်လအတွင်း ဖျက်သိမ်းသယ်ယူ ခန့်ခွဲနိုင်သည်။ သို့ရာတွင် ထိုသို့ သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက်ပျက်စီးယိုယွင်းခဲ့ လျှင် ထိုမြေကွက်ကိုမူလအခြေအနေ အတိုင်းရှိအောင် ပြုပြင်ပေးရန်။

(ဂ) (၂၀၁၇) ခုနှစ်၊ ဖေဖော်ဝါရီ လ၊ (၅) ရက်နေ့မှစ၍ ပထမတဆယ့်ငါးနှစ် ကုန်ဆုံး သည့် အခါ ဒုတိယတဆယ့်ငါးနှစ်အတွက် ရန်ကုန်စည်ပင်သာယာရေး မြေနည်းဥပဒေ ၂၄-အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကို လည်းကောင်း၊ ဒုတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ တတိယတဆယ့်ငါးနှစ်အတွက် အဆိုပါ နည်းဥပဒေ ၂၄-အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကိုလည်းကောင်း၊ တတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ စတုတ္ထတဆယ့်ငါးနှစ်အတွက် အဆိုပါနည်းဥပဒေ ၂၄- အရ စည်းကြပ်သောသုံးလပတ်မြေငှားခကိုလည်းကောင်း အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန်။ အကယ်၍ အထက်ပါနည်းလမ်းအတိုင်း မြေငှားခကိုပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင်ပြဌာန်းထား သည့်နည်းလမ်းအတိုင်း မြေငှားခကိုပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲသုံးလပတ်မြေငှားခကို ဆက်လက်ပေး ဆောင်ရန်။

(ဃ) ဤစာချုပ်ပါအခြားပြဌာန်းချက်များတွင် ဆန့်ကျင်လျက်မည်သို့ပင်ပါရှိစေကာမူ ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှစ၍ ပထမနှစ်ပေါင်းသုံးဆယ်အတွင်းသတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောမြေငှားခကို ပြေလည်အောင် ပေး ဆောင်ခဲ့သောကြောင့် လည်းကောင်း၊ ပြုလုပ်ထားသည့်ပဋိညာဉ်ခံချက်များကို မပျက်မကွက်လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့် လည်းကောင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောသုံးလပတ် မြေငှားခဖြင့်နောက်ထပ် နှစ်ပေါင်း သုံးဆယ်အတွက် ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်း မြေငှားစာချုပ် အသစ် ချုပ်ဆိုရန် သဘောတူကြောင်း အဆိုပါ ပထမ နှစ်ပေါင်းသုံးဆယ်မပြည့်မီ အနည်းဆုံးခြောက်လကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့် အကြောင်းကြား ရမည်။ အကြောင်းကြားစာနှင့်အတူ ပထမမြေငှားစာချုပ်ကိုပေးအပ်လျှင် ထိုအကြောင်းကြားစာရရှိသည့်နေ့မှခြောက်လအတွင်းနောင် နှစ်ပေါင်းသုံးဆယ်အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့်ဖြစ်နိုင်သမျှ တူညီသည့် ပဋိညာဉ် ခံချက်များပါရှိသည့် မြေငှားစာချုပ် အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူကထုတ်ပေးရန်။ အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်းမရှိသေးလျှင် ... ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပတ်မြေငှားခကို အငှားစာချုပ်ရသူကပေးဆောင်ရန်။

ဤစာချုပ်ပါစကားရပ်များကိုသိရှိနားလည်ကြပြီးဖြစ်သဖြင့် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ရှေ့တွင် ဦးစီးဌာနတံဆိပ်ကိုခပ်နှိပ်၍ အဆိုပါညွှန်ကြားရေးမှူးချုပ်နှင့်အဆိုပါ ____________________ သည် ဤစာချုပ်ကိုအထက်၌ဖော်ပြခဲ့သည့်နေ့တွင် လက်မှတ် ရေးထိုးကြကြောင်း။

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေး ဦးစီးဌာန

မြို့ ____________

တံဆိပ်ကို ညွှန်ကြားရေးမှူးချုပ် ____________________ တံဆိပ် ____________________

ညွှန်ကြားရေးမှူးချုပ်

ဒုတိယညွှန်ကြားရေးမှူးချုပ် ____________________ ____________________

ဒုတိယညွှန်ကြားရေးမှူးချုပ်

နှင့် ညွှန်ကြားရေးမှူး ____________________ တို့
ရှေ့မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ
ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့်
ညွှန်ကြားရေးမှူးတို့လက်မှတ် ရေးထိုးသည်။ ____________________

ညွှန်ကြားရေးမှူး

အသိသက်သေ။

ဒုတိယညွှန်ကြားရေးမှူး (မြေနှင့်အခွန်) ____________________

အငှားစာချုပ်ရသူ ____________________ က
လက်မှတ်ရေးထိုးသည်။ ____________________

အငှားစာချုပ်ရသူ

အသိသက်သေ။

၁။ ____________________

၂။ ____________________

အထက်တွင် ရည်ညွှန်းထားသည့် ဇယား

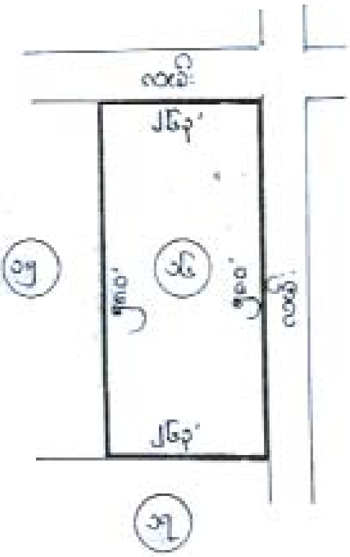
ခွင့်ပြုပြီးမြေပုံဖြစ်သော လူနေရပ်ကွက်အမှတ် ____________
မြေတိုင်းရပ်ကွက်အမှတ် ____________
ရန်ကုန်မြို့ ____________ မြို့နယ်။
အတွင်းရှိ ____________ တန်းစား၊ မြေကွက်အမှတ် ____________
ဖြစ်သည်။ ပူးတွဲပါ မြေပုံ၌ မင်နီဖြင့် ပြထားသော အလျား ______ ပေ ၊ အနံ ______ ပေခန့်ရှိသော အလားအလာ
အရှေ့လားသော် ____________________
အနောက်လားသော် ____________________
တောင်လားသော် ____________________

ရန် ကုန် မြို့ တော်

အိုး အိမ် ပုံ စံ
အကိုင် - ၂၂

၁၇/မြို့ပြ၁၀၈ (ဒဂုံမြို့သစ်) မြို့နယ်၊ လူနေရပ်ကွက် ကော်မူလူနံ
မြေတိုင်းရပ်ကွက်အမှတ် ကော်မူလူနံ (၂၂) မှ မြေကွက်အမှတ် ၁၆ ၏ မြေပုံ -

၁ လက်မလျှင် ၃၀၀ ပေ စကေး



ရည်ညွှန်းချက်

________________ နိုသာ

စာရင်းပေ ၁၅၂၅၄၀
စက ၂.၅၀၁

မြေတိုင်း (၄) မြေတိုင်း (၃) မြေတိုင်း (၂)

ဦးစီးအရာရှိ
မြေတိုင်းဌာနခွဲ
မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန





ANNEXE

Draft Joint Venture

GOLDEN PEACOCK ENTERPRISES PTE LTD

INTEGRATED TECHNICAL SYSTEMS COMPANY LIMITED,

Draft

THE JOINT VENTURE AGREEMENT

Between

"GOLDEN PEACOCK ENTERPRISES PTE LTD."

and

"INTEGRATED TECHNICAL SYSTEMS COMPANY LIMITED"

For the formation

Of

VENEER INTERNATIONAL MYANMAR CO., LTD.

For operation of a "Veneer Mill" in Myanmar

Under the Republic of the Union of Myanmar Foreign Investment Law and the Myanmar Companies Act

November __2014

JOINT VENTURE AGREEMENT

This **JOINT VENTURE AGREEMENT** is made in Yangon region on this------ day of ----------, 2014 in Yangon, Myanmarbetween: -

GOLDEN PEACOCK ENTERPRISES PTE LTD, a company incorporated in Singapore having its registered office at 20 Cecil Street, # 14-01, Equity Plaza, Singapore (049705) (hereinafter referred to as "**GPE**" which expression shall, unless repugnant to the context of the meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) of the one part;

AND

INTEGRATED TECHNICAL SYSTEMS COMPANY LIMITED, a company incorporated in Myanmar and having its registered office at No. 8-A, Khabaung St. (Martin Avenue), 6th Mile, Pyay Road, HlaingTsp, Yangon, Myanmar (hereinafter referred to as "**ITS**" which expression shall, unless repugnant to the context of the meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) of the other part.

WITNESSETH THAT:-

WHEREAS "GPE" is a Company incorporated in Singapore and has requisite expertise, marketing capability and resources necessary for theoperation of "Veneer Mill";

WHEREAS "ITS" is a Company incorporated in Myanmar carrying out different commercial activities in various businesses;

WHEREAS "GPE" and **"ITS"** are desirous of forming a Joint Venture Company to carry out the business of "Veneer Mill" **(herein after referred to as "Business")** in Myanmar under the Union of Myanmar Foreign Investment Law;

AND WHEREAS for the above purpose, the Parties have agreed to seek investment permit and other necessary permits, licenses, exemption and relief from the Myanmar Investment Commission and relevant authorities which are necessary to carry out the above mentioned Business by forming a joint venture company limited by shares to be named **VENEER INTERNATIONAL MYANMAR CO., LTD.** under the Republic of the Union of Myanmar Foreign Investment Law and the Myanmar Companies Act;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have meanings set forth below: -

"Party or Parties"	shall mean **GPE** and/or **ITS**as the case may be.
"Agreement"	means this Joint Venture Agreement. All the schedules and annexes attached to this Agreement shall be construed as integral parts of this Agreement.
"Memorandum"	means the Memorandum of Association to be adopted by the Company, a copy of which is annexed as **Annexure C**, and as may be amended in accordance with this Agreement.
"Articles"	means the Articles of Association to be adopted by the Company, a copy of which is annexed as **Annexure C**, and as may be amended in accordance with this Agreement.
"Authorities"	means all the Republic of the Union of Myanmar Government bodies, authorities, organizations and statutory boards which are empowered by the laws of the Myanmar to enforce the laws, monitor and issue all necessary licenses, permits and approvals as are required by the laws for the Company to exist and carry on its operations and the Business.
"Board"	means the Board of Directors of the Company.
"FIL"	means the Republic of the Union of Myanmar Foreign Investment Law.
"MIC"	means Myanmar Investment Commission of the Republic of the Union of Myanmar
"Companies Act"	means the Myanmar Companies Act (India Act VII 1913) and amendment thereof.
"Company"	means **Veneer InternationalMyanmar Co., Ltd.** to be incorporated for this purpose of this Agreement.
"Directors"	means the directors of the Company.
"Government"	means the Government of Republic of the Union of Myanmar;
"Ks" and "Kyat"	means the lawful monetary unit of the Republic of the Union of Myanmar;
"US$"	means the lawful monetary unit of the United States of America;

"Laws"	means the existing laws, rules and regulations of Republic of the Union of Myanmar;
"GPE Directors"	means the directors appointed by **GPE** in accordance with Article 6and a "**GPEDirector**" means any one of them;
"ITS Director"	means the directors appointed by **ITS** in accordance with Article 6and a "**ITSDirector**" means any one of them;
"Land"	means 3.5 acres land of Plot No. 16, at the corner of Thu KhiThar Street and Mya Aye Yar Street, Dagon SeikKan Industrial Zone (II), Dagon SeikKan township, Yangon region which the Company will use on lease basis for the business;
"Facilities"	means 100ft x 200ft Shed, 20ft x 10ft Shed and 315 KVA transformer existing on the land;
"Lease Agreement"	means agreement for leasing the Land and Facilities for the business;
"Shareholder's Proportion"	means the percentage proportions of the shares agreed to be held by the Parties as specified below:- **GPE** - 65 % **ITS** - 35 % or as may be changed in accordance with this Agreement.

1.2 In this Agreement, unless the subject matter or the extent requires to construe differently or are inconsistent with such construction, a reference to a statutory provision includes a reference to any modification, consolidation or re-enactment of such statutory provision for the time being in force, and all statutory instruments or orders made pursuant to the same; words denoting one gender include all other genders; words denoting the singular include the plural, and vice versa, and also words denoting personsinclude firms and corporations, and vice versa, and also include their respective heirs, personal representatives, successors in title or permitted assigns, as the case may be.

1.3 The headings in this Agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this Agreement.

2. WARRANTY AND REPRESENTATIONS

Each of the Parties warrants and undertakes to the other parties that:-

2.1 It is a legal person duly incorporated and in good standing under the relevant laws of its jurisdiction;

2.2 It has the right, capacity and authority to enter into this Agreement and its execution and delivery of this Agreement, and the performance of the same will not contravene any Agreement, investment or other form of commitment to which it is also bound;

2.3 The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate and other actions of such party under all of the laws and regulations applicable to it, and this Agreement constitutes valid and legally binding obligations enforceable against it.

3. CONDITIONS PRECEDENT

3.1 This Agreement is conditional upon the issue of the investment permit from the MIC to the Company and the issue of all the approvals, consents, permits, exemptions, relief and licenses from the relevant Authorities of Government of Republic of Union of Myanmar which are required:

3.1.1 To incorporate the Company with the objects as fully set out in the Memorandum:

3.1.2 For the Company to enter into the Lease Agreement for the Land;

3.1.3 For the Company to implement the Business and sell and market the Products and enjoy all such tax and other exemptions, relief, property rights and benefits as are available under the existing Laws including the FIL; and

3.1.4 For each of the Parties to exercise the rights, enjoy the benefits and bebound by the obligations as Shareholders, in accordance with terms and conditions of this Agreement or on such other terms and conditions as the Parties may mutually agree to in writing (all of the above approvals, consents, permits, exemptions, relief and licenses shall be collectively called the "Conditions").

3.1.5 Without limiting the generality of Article 3.1.1, the Parties shall not beobliged to incorporate and register the Company or to subscribe for the Shares in accordance with Article 5.5 unless and until each of the conditionshas been fulfilled except for any Condition which is waived in writing by boththe parties.

4. SCOPE OF THE AGREEMENT

The purpose of this Agreement is for **GPE** and**ITS** to:

4.1 Implement the business of "Veneer Mill";

4.2 Sell the products locally and internationally;

4.3 Implement all necessary infrastructure required for the Business and all other acts which are deemed required for beneficial operation of the Business.

5. ESTABLISHMENT OF THE COMPANY

Establishment

5.1 Subject to and conditional upon the fulfillment of all the conditions specified in Article 3 (except for such conditions which are waived in writing by all parties) **GPE** and **ITS** agree to establish in Myanmar in accordance with the Myanmar Companies Act and the FIL a private joint venture company to be known as "**Veneer InternationalMyanmar Co., Ltd.**" where the liability of its shareholders is limited to the nominal value of the shares.

Objectives of the Company

5.2 Within the context of the scope mentioned in Article 4, the parties hereto undertake to carry out the following objectives throughout the life of the Company and agree to adopt it in Memorandum;

(a) Implement the business of Veneer Mill.
(b) Sell the products internationally.
(c) Implement all necessary infrastructure required for the Business and all other acts which are deemed required for beneficial operation of the Business.
(d) Import machinery, spare parts, and others necessary for those activities mentioned above and to sell wholesale and retail finished and semi-finished products locally and abroad.
(e) Borrow money for the benefit of the Company's business from any persons, firm, company, bank or finical organization in any manner that the Company shall think fit.

Memorandum and Articles of Association

5.3 The Company shall, upon itsincorporation, adopt the Memorandum and the Articles which are annexed as**Annexure C**. If at any time any discrepancy is found between this Agreement and the Memorandum and the Articles, this Agreement shall prevail and the Parties shall amend the Memorandum and the Articles to be in conformity with this Agreement.

Registered Address

5.4 The registered address of the Company shall be at No. 8-A, Khabaung St. (Martin Avenue), 6th Mile, Pyay Road, HlaingTsp, Yangon, Myanmar. The Company may have such places of Business as may be determined by the Board from time to time.

Implementation of the Business

5.5 The Company shall execute a Lease Agreement with the owner of the Land in favor of the Company for the tenure of initial 10 (ten) years renewable for another 2 (two)five year terms on terms as determined therein. The Company shall make an investment in the Republic of the Union of Myanmar in accordance with the FIL with the total capital of United States Dollars -- Million (GPE (65%) --- million US$ and ITS (35%) US$ --- million).

Authorized and Paid-up Share Capital

5.6 The authorized share capital of the Company shall be US$ 10 million divided into 100,000 shares of US$ 100 each.

5.7 The total issued and paid-up capital of the Company for the Project shall be US$ ----- which will be increased if and when required.

5.8 The liability of the Shareholders shall be limited to the nominal value of the Shares respectively held by them.

5.9 The Company may borrow, in the form of a loan, subject to the approval by the Board and **MIC.GPE** shall be responsible for procuring the Loan in the name of the Company if needed and **ITS** shall be responsible for providing payment guarantee in proportion to its shareholding ratio in the capital of the Company.

6. THE BUSINESS OF THE COMPANY AND ITS MANAGEMENT

6.1 Conduct of the Business

Each of the Parties agrees to exercise its respective rights as Shareholder so as to ensure that:

6.1.1 The Company performs and complies with all obligations on its part under this Agreement and complies with the restrictions imposed upon it under the Articles; and

6.1.2 The Business is conducted in accordance with sound and good Business practice, the highest ethical standards and the applicable laws.

6.2 The Board of Directors

6.2.1 Unless otherwise agreed by the Parties, the Board shall comprise of (4) Directors. A director need not hold qualification shares.

6.2.2 The members of the Board of Directors shall be appointed at the General Meeting of the Company from the nominees recommended by the parties hereto. **GPE** shall be entitled to nominate (2) director and **ITS** shall be entitled to nominate (2) directors. Each Party may appoint one alternate for each director to act in the absence of a regular member for the purpose of attending a meeting or meetings of the Directors and voting on the appointer's behalf, and such alternate shall be counted in the quorum and may exercise the vote of his appointer. Such alternate shall be approved by the Board from time to time.

6.2.3 If any directorship becomes vacant or any Party wishes to replace any or all its nominated directors on the Board of Directors, the Party which nominated the

said vacated directorship or which wishes to replace its nominated directors, as the case may be, may nominate a new director to fill such vacancy or to replace any director nominated by such party; and the parties hereto agree to vote their entitlement so that such nominee is elected to fill the vacancy or replace any such nominated director at a General Meeting of the shareholders convened for such purpose.

6.3 Board's Powers of Management

6.3.1 The overall management and control of the Business and affairs of the Company shall be vested with the Board. The Board of Directors shall determine overall policies, objectives, procedures, methods and actions of the Company, and shall be responsible for all major decisions in connection therewith, including, but not limited to:

(a) The approval of all work programs and Budgets for the operations of the Company;
(b) The approval of production plans, annual reports and Business forecasts;
(c) The approval of financial reports;
(d) The appointment, removal and conditions of employment of any personnel with the designation of general manager, manager or deputy manager, and
(e) The entering into of material contractual commitments relating to the operations of the Company.

6.4 Board of Directors Meeting

6.4.1 The Board of Directors shall meet as and when required. Itis hereby agreed between the Parties that there shall be at least two (2) meetings of the Board in each financial year. A notice covering an adequate period of time enabling members located at any particular place to attend shall be normally given to each of the Directors for all meetings of the Board, at the address notified from time to time by each Director to the Secretary of the Company.

6.4.2 Each such meeting notice shall contain, among other things, an agenda specifying in reasonable detail the matters to be discussed at the relevant meeting and shall be accompanied by any relevant papers for discussion at such meeting and shall be sent by courier or email.

6.4.3 The quorum for a Board meeting shall be 2Directors, comprising at least one **GPE** Director and one **ITS** Director. Director attending in person or represented by their alternates, such quorum to be present throughout the meeting. Any decisions of the Board of Directors shall require agreements by at 75% ofthe votes of Directors present in the meeting or through alternate director.

6.4.4 The Directors shall not be entitled to any remuneration. However, they will be reimbursed with all such reasonable expenses as may be incurred in attending meetings of the Directors or general meetings.

6.4.5 A circularized resolution in writing signed or approved by letter, or email message by a majority of the Directors (provided that such majority includes at least one GPE Director and one ITS Director) shall be as effective as a resolution passed at a meeting of the Directors duly convened and held. Copies of a resolution for having signatures can be dispatched to the directors simultaneously and combination of copies duly signed by required number of directors mentioned above shall constitute as a valid Board Resolution and the effectiveness of such resolution shall be the last date of signature so appearing on resolution/ resolutions.

6.4.6 The Secretary of the Company shall be appointed or removed by the Board from time to time, and shall perform such duties as may be assigned by the Board including, but without limitation to maintaining the corporate books and records of the Company, and assisting the Chairman and Vice Chairman in issuing notices convening the meetings of the Board and that of the Shareholders.

6.4.7 The minutes of Board meeting and all Board's resolutions shall be recorded in the English language.

7. GENERAL MEETINGS

Notice

7.1 The Company shall hold such general meetings of the Shareholders as required pursuant to the Myanmar Companies Act and its Articles. Notice for any meeting of the Shareholders shall be served to the Shareholders entitled to vote not less than fourteen (14) days for general meetings and twenty one (21) days for extra-ordinary general meetings prior to the date appointed for the holding of the meetings. In case all Parties agree, such period of notice can be lessened. Such notice shall specify the date, the place, the time and the business to be transacted at the meeting.

Quorum

7.2 The quorum for any meeting of the Shareholders shall be two (2) Shareholders and such quorum shall include GPE and ITS respectively.

Proxy

7.3 At the shareholders' meeting each Share shall carry one (1) vote. Any Shareholder entitled to vote at the Shareholders meeting may authorize another person to act for them as proxy. Proxies shall identify themselves in a proper legal written form executed and signed by the said Shareholder prior to the Shareholders meeting. A proxy must be a member of the Company.

Voting

7.4 All matters raised at a meeting of the Shareholders shall be decided by 75% of votes cast by the Shareholders present or represented by proxy at that meeting.

Circularized Resolution

7.5 A circularized resolution in writing signed or approved by letter and transmitted by email or otherwise by all the Shareholders shall be valid and effectual as if passed at a duly convened Shareholders' meeting. Copies of a resolution for having signatures can be dispatched to the shareholders simultaneously and combination of copies duly signed by all the shareholders shall constitute as a valid Board Resolution and the effectiveness of such resolution shall be the last date of signature so appearing on resolution/ resolutions.

Records

7.6 The minutes of Shareholders' meeting and all Shareholders' resolutions shall be recorded in the English language.

8. **<u>OBLIGATIONS OF GPE and ITS</u>**

8.1 **GPE**shall:-

8.1.1 Ensure technically sound operation of the Business;

8.1.2 Assist the Company in the import of required machineryfor the Business;

8.1.3 Assist the Company in development, operation, maintenance of its infrastructure facilities;

8.1.4 Assist the company to export the product to other countries;

8.1.5 Assist in establishing brand of the company in local and export market;

8.1.6 Carry out such other responsibilities as may be delegated by the Board;

8.1.7 Ensure that its foreign personnel and their families abide by the laws of Myanmar and they shall not interfere in the internal affairs of Myanmar;

8.1.8 Procure competent Veneer Mill operation experts as required for the Business;

8.2 **ITS** shall:-

8.2.1 In close consultation with **GPE** and on terms and conditions approved in writing apply to the Myanmar Investment Commission for an investment permit to be issued to the Company and apply for all the approvals, consents, permits and licenses from respective authorities concerned;

8.2.2 Be responsible for procuring all relevant and applicable relief's, exemptions concessions and other investment incentives which are available to the Company in the course of carrying out the Business under the Law for the time being in force and enacted later on;

8.2.3 Assist the Company to obtain all the facilities, services, supplies and raw materials and necessary resources from all available local sources at such price and speed as may be required by the Company to carry on the Business in an efficient, profitable and timely manner;

8.2.4 Assist the Company in the recruitment of skilled and unskilled labor for factory and management personnel (other than foreign personnel) for effective implementation, development, operation and maintenance of the Business;

8.2.5 Procure the issuance and extension of multiple visas, residence and work permits by the Immigration and Manpower Department of the Government for such foreign personnel and their dependents and / or its Directors and / or its Shareholders to implement develop, operate and maintain the Business, attend meetings of the Board or the Shareholders or carry out such other necessary visitation from outside the Union of Myanmar as may be determined by the Company;

8.2.6 Liaise on behalf of the Company with all relevant Government departments to enable timely, proper and effective implementation, development, operation and maintenance of the Business; liaise with the local police and government authorities to ensure the safety and protection of the Business premises and the Company's other properties and personnel;

9. ALLOTMENT AND TRANSFER OF SHARES

New Allotment

9.1 Pursuant to Article (5), as and when determined from time to time by the Board, the Company may increase its issued and paid-up share capital for the Project under this Agreement or expansion thereof with the contribution of GPE and ITS according to ratio under preemptive right. In the event one of the Parties is not desirous to acquire the new shares and relinquishes its rights in writing over the Available Shares then the other party can subscribe to and acquire the shares so relinquished. If the other Shareholders do not accept all or any number of the Available Shares and confirm their relinquishment in writing, then such Shares may then be offered to a third party on such terms and conditions as the Board may determine.

Transfer of Shares

9.2 Without the prior written consent of the other Parties, no Party hereto may transfer, assign, sell or otherwise dispose of the shares it holds in the Company to any third party, or pledge, mortgage or encumber in any way whatsoever the shares it holds in the Company. This restriction applies not only to shares actually held in the Company but also in relation to new shares issued by the Company as pre-emptive rights.

9.3 If the shareholders so invited or any of them desire to purchase all or part of the Shares offered, they shall within a period of fourteen (14) days from the date of the notice give notice (Acceptance) in writing to the offering Shareholder and the Company of such desire to purchase ("Accepting Shareholders").

9.4 In the event that the other Parties hereto having the right to purchase the offering shares waive such right during the period for exercising such right or fail to exercise such right within such period, the offering Shareholder may transfer its shares to the third party provided, however, that such transfer shall not be effective unless it is approved by majority of the Board of Directors of the Company, and the purchase price for such shares is not less than the offer price notified to the other parties hereto, and that such third party agrees in writing, in terms acceptable to the remaining parties, to assume all of the obligations and duties of the offering Shareholder under this Agreement. In the event that only part of the offering Shareholder's shares has been sold, such third party must agree in writing, in terms acceptable to the remaining parties, to be liable in respect of shares held for all the obligations and duties of the offering hereunder.

9.5 Notwithstanding any other provision in this Agreement, no Share may be issued, sold, transferred, assigned or disposed of to any person, corporation or entity except upon an express written agreement by the subscriber, purchaser, transferee or assignee, as the case may be, to assume all rights and benefits and to be bound by all the obligations imposed by this Agreement, with such amendment as may be necessitated by such sale, transfer or assignment as the Shareholders may reasonably require, and all other subsequent agreements which the Shareholders or Parties may enter into as if he were an original party to such agreement.

10.FINANCE

Mode of Funding

10.1 Unless otherwise determined by the Board, it is intended that as far as possible any financing required by the Company shall be generated out of its own resources and cash flow.

External Financing

10.2 If additional financing is required, the Company may arrange to obtain or raise the same by way of loans, debentures, mortgages or in such forms as the Shareholders may agree upon, and on the best available commercial terms. The additional financing for the Company shall be procured using the Company's assets as security, if necessary, and, wherever possible, without any additional security or guarantee being provided by the Shareholders.

Support and security

10.3 Notwithstanding Article 10.2 above, in the event that any support from the Shareholders (whether by way of loan or security or guarantee) is unavoidable to finance or to secure any financing (which must have been approved by the Board) for the Company, the Shareholders may provide such support on a several basis in proportion to the respective shareholding, and each of the Shareholders shall indemnify and keep indemnified the other Shareholder accordingly.

11. ACCOUNTS AND AUDITING

Books

11.1 The books and records of accounts of the Company shall be maintained in the English language in accordance with the generally accepted accounting principles and practices of the Republic of the Union of Myanmar and shall accurately reflect the financial position of the Company.

Auditor

11.2 The Parties agree to cause the books and records of accounts of the Company to be audited by the auditor of the Company. The auditor of the Company shall be appointed by the Board. At the end of each financial year during the term of this Agreement, such auditor shall provide the Board with a financial report in English in accordance with the generally accepted accounting principles and practices of the Republic of the Union of Myanmar.

Fiscal Year

11.3 The fiscal year of the Company shall be the year commencing on 1st April and ending on 31 March of the following year.

12. DIVIDEND

Net Available Profits

12.1 The Board shall recommend the Company to distribute by way of dividend such part of its net available profits of each fiscal year as the Board may determine to its Shareholders in accordance with the Shareholders' Proportion. The "net available profits" of the Company shall be the **amount of net profits of the Company as shown in the audited accounts of the Company after,** among other things, deduction of such provisions or reserves as the Board may deem necessary or desirable from time to time.

Declaration and Repatriation

12.2 Subject to Article 12.1, the Shareholders shall cause the Board to propose a dividend for each fiscal year if there is any net available profit and approve such proposal at the meeting of the Shareholders. The foreign Shareholders shall have the right of repatriation of its dividends abroad in foreign currency subject to the provision of FIL.

13. INSURANCE

13.1 During the term of this Agreement, the Company shall have its assets insured in accordance with the Laws of Myanmar.

14. EFFECTIVENESS

14.1 This Agreement shall come into force and become effective on the date of signing by all Parties, after the issuance of the permit from the Myanmar Investment Commission and fulfillment of the Conditions under Article 8.

15. CONFIDENTIALITY

Confidential Information

15.1 Each of the Shareholders shall at all times keep confidential and procure that its respective employees, consultants, advisor and agents shall keep confidential any confidential information which it or they may acquire in relation to the Company or the Shareholder whose confidential information is being disclosed, or in relation to the Business or affairs of the Company or of any Shareholder or in relation to the Business, and shall not use or disclose or divulge such information except with the consent of the relevant party or in accordance with the order of a court of competent jurisdiction or, in the case of information relating to the Company, for the due and proper advancement of the Business.

Continuation of obligations

15.2 The obligations of each of the Shareholders contained in this Clause shall continue without limit in point of time (notwithstanding the termination or expiration of this Agreement), but shall cease to apply to any information coming into the public domain otherwise than by breach by any such Shareholder of its obligations, provided always that nothing contained in this clause shall prevent any Shareholder from disclosing any such information to the extent required in or in connection with legal proceedings arising out of this Agreement or relating to or in connection with the Company or as may be required by any law, regulation or effective government policy in Myanmar, Singapore and elsewhere.

Press release

15.3 None of the Shareholders shall be entitled to make or permit or authorize the making of any press release or other public statement or disclosure concerning this Agreement or any of the transactions contemplated hereunder without the prior written consent of the other Shareholders, except that the Parties shall be entitled to make or permit such press release or other public statement or disclosure in Myanmar and Singaporeconcerning this Agreement as may be required by the laws or any applicable stock exchange rules or regulations.

16. COMMUNICATIONS

Mode

16.1 Any notice or other document to be given under this Agreement and all other communications between the Parties with respect to this Agreement shall be in English and in writing, and may be given or sent by hand, or registered post, first class post or

air mail or email to other Parties at the address as any Party may give notice of to the other Parties:-

GPE

Address	: 20 Cecil Street, # 14-01, GSHPlaza, Singapore (049705)
Attention	: Mr. Rahul Gupta – Director
Email	: guptarg@usa.net

ITS

Address	: No. 8-A, Khabaung St. (Martin Avenue), 6th Mile, Pyay Road, HlaingTsp, Yangon, Myanmar
Attention	: U Mehm Zayar Aye Thaung

Service

16.2 Any notice or other document shall be deemed to have been duly served upon and received by the addressee:-

(1) If delivered by hand, at the time of delivery;

(2) If sent by registered post, first class post or air mail or local urgent mail, on the third (3rd) day after dispatch in the case of domestic mail (as the case may be), and on the tenth (10th) day after dispatch in the case of international mail;

(3) If transmitted by way of email or other electronic media, at the time of transmission subject to a confirmation copy being sent by post within twenty four (24) hours after the time of transmission.

Proof

16.3 In proving the giving of a notice or any other document under or in respect of this Agreement it shall be sufficient to show:-

(1) In the case of registered post, first class post or air mail or local urgent mail, that the notice or other document evidencing that this is duly addressed or posted; or

(2) In the case of email or other electronic- media, that the electronic media is duly transmitted from the dispatching terminal, as evidenced by a transmission report generated by the transmitting equipment;

17. EXERCISE OF RIGHTS

Adopting Agreements

17.1 Upon the incorporation of the Company, the Parties shall cause the Company to execute the Land Lease Agreement for the business.

Further acts, deeds, etc.

17.2 The Shareholders shall execute, do and procure all other necessary person or companies, if any, to execute and do all such further acts, deeds, assurance and things

as may be reasonably required so that full effect may be given to the terms and conditions of this Agreement.

Undertakings

17.3 Each of the Shareholders undertakes with the others as follows:

(1) To exercise all voting rights and power of control available to it in relating to the Company so as to give full effect to the provisions of this Agreement.

(2) To procure that a quorum is present at meeting of the Board and Shareholders, (in so far as it lies within its powers as a Shareholder).

(3) To procure that all third parties directly under its control shall refrain from acting in a manner which will hinder or prevent the Company from carrying on the Business in a proper and reasonable manner; and

(4) To promote the Business and the interest of the Company, generally using its best endeavors

18. GOVERNING LAW AND JURISDICTION

18.1 This Agreement shall be governed by and construed in accordance with the Laws of the Republic of the Union of Myanmar and the Parties hereby submit to the jurisdiction of relevant court of Myanmar and all courts competent to hear appeals there from.

19. ARBITRATION

19.1 If any dispute arises out of this Agreement or any other agreement or document executed in connection with this Agreement, the parties hereto shall consult with each other in good faith in order to settle such dispute amicably.

Any dispute arising out of or in connection with this agreement and its subject-matter or formation (including non-contractual disputes or claims), shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIACRules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. Number of which shall be mutually appointed by the Parties but in no event less than 3 arbitrators. The arbitration award pursuant to this Clause shall be final and binding upon the Parties. The enforcement of such award may be entered in any court having jurisdiction over the respective Party thereof. The language to be used in the arbitral proceedings shall be English. The costs of the arbitration shall be borne by each Party respectively.

20. FORCE MAJEURE

Events of Force Majeure

20.1 None of the Parties shall have any liability whatsoever or be deemed to be in default for any delay or failure in performance under this Agreement due to act beyond the control of that party, including but not limited to Acts of God, material changes in the Laws by any governmental or competent authorities, unforeseen act or restriction or requirement

imposed by any government or competent authority which materially restricts or affects the foreign Shareholder, war or national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes and epidemic.

Suspension

20.2 If an event of Force Majeure occurs, the Party that encounters such event shall inform the other Party within fourteen (14) days of such occurrence in writing. The duties of such Party shall, as are affected by such event of Force Majeure, be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable dispatch.

21. PROTECTION OF ENVIRONMENT

21.1 The Company shall use its best endeavors in accordance with the Laws to protect the environment of the Plant and Infrastructure and Facilities, minimize pollution of air, water and land and other environment degradation.

22. MODIFICATION

22.1 This Agreement shall not be amended or modified in any respect except by mutual consent in writing by the Parties, and if such amendment or modification is material, with the approval of the Myanmar Investment Commission.

23. TERM AND TERMINATION

Duration

Events of termination

23.1 This Agreement shall be terminated on the occurrence of any of the following events:-

(1) By the agreement in writing by allParties to terminate this Agreement or if a special resolution is passed by Shareholders to wind-up the Company; or

(2) If any of the Parties materially breaches any of its obligation and fails to remedy its breach within thirty (90) days after being notified by the other Party to do so, and the other Party then serves written notice to terminate this Agreement; or

(3) If any of the Parties becomes insolvent or bankrupt or ceases to carry on Business and the other Party serves written notice to terminate this Agreement; or

For avoidance of doubt it is further clarified that a special resolution will require 100% votes in favor of the resolution i.e. acceptance of all the Shareholders for the passage and acceptance of the resolution as approved.

23.2 Upon termination of this Agreement pursuant to Article 23.1(2) or 23.1(3)hereof, at any time following the ninety (90) days period after termination of this Agreement, the Party other than the Party committing a default or the Party in respect of which or the property of which the proceeding commences or the receiver is appointed shall have the right to choose either to purchase the Shares then held by the Defaulting Party at a Fair Price or to make the Defaulting Party purchase the Shares then held by non-defaulting party at a Fair Price

Winding-up

23.3 The termination of this Agreement shall be effected in accordance with the laws. Upon termination, the Parties shall co-operate to procure the smooth winding-up and distribution of the assets of the Company in accordance with the laws.

Cessation

23.4 Upon any of the Parties ceasing to be a Shareholder for any reason, the provision of this Agreement, save for Article 15, shall cease to have effect as regards that Party who ceases to be a Shareholder save as may be necessary to give effect to the remaining provisions of this clause or in relation to any antecedent claims which may have arisen between the Parties.

No Release

23.5 Termination of this Agreement shall not release any Shareholder from any other liability which at the time of termination has already accrued to any Shareholder. Nothing in the foregoing sentence shall affect or be construed or operate as a waiver of the right of any Shareholder aggrieved by any breach of this Agreement to be compensated for any injury or damage resulting from such breach which is incurred whether before or after such termination.

24. <u>MISCELLANEOUS</u>

Assignment

24.1 Except as provided in this Agreement, neither Party may assign or transfer all or any of its rights or delegate its performance under this Agreement without the prior written approval of the other Party, and any such assignment, transfer or delegation shall constitute a breach of this Agreement.

Void Terms

24.2 Any term, conditions, stipulation, provision, covenant or undertaking in this instrument which, either partly or entirely, is or may become illegal, void, prohibited, invalid or unenforceable in any respect under any laws shall be ineffective to the extent of such illegality, void, prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement which shall continue to apply in full force. The Shareholders shall negotiate in good faith in order to agree upon such mutually satisfactory term, condition, stipulation, provision, covenant or undertaking to substitute such term, condition, stipulation, provision, covenant or undertaking which is or has become illegal, void, prohibited, invalid or unenforceable.

Whole Agreement

24.3 This Agreement, and together with any documents referred to in it, constitutes the whole agreement between the Parties relating to its subject matter and no variations to this Agreement shall be effective unless made in writing and signed by all Parties.

Cost and Expenses

24.4 Each Party shall bear its own legal costs and expense in connection with the drafting and execution of this Agreement.

Waiver and Forbearance

24.5 The right which each of the Parties have under this Agreement shall not be prejudiced or restricted by any indulgence and / or forbearance extended to another Party. The failure at any time to require performance of any provision contained in this Agreement shall in no way affect the right to require the performance of that or any other provision. No waiver shall be effective in respect of any matter under this Agreement unless it is in writing and expressly refers to the specific provisions in this Agreement to which the waiver relates.

Relationship between Shareholders

24.6 The relationship between Shareholders under and in relation to this Agreement shall be limited to the matters contained in this Agreement and what is provided for by the Laws as the liability of a shareholder to a company. Nothing provided in this Agreement shall be considered or interpreted as constituting the relationship of the Parties or any of them as a Partnership, association or other relationship in which any one or more of the Parties may be liable for the acts or omission of any Party or Parties, nor shall anything contained in this Agreement be considered or interpreted as constituting any Party as general agent of another Party.

Language

24.7 The prevailing language used in this Agreement, the Memorandum and Articles and of any other documents and/or any correspondences related to this Agreement is the English language, and despite translation into any other language in case of any discrepancy between the English version and the version in other language the one is English version shall prevail.

This Agreement is executed by the authorized representatives of the Parties in Yangon, Myanmar, on the day, the month and the year first above written.

For and on behalf ofGPE

Signed by : ....

Name: ....

Designation : ....

Witnessed by : ....

Name: ....

Designation : ....

For and on behalf of ITS

Signed by : ....

Name: ....

Designation : ....

Witnessed by : ....

Name: ....

Designation : ....

ANNEX F

Plan to Acquire Raw Material

Raw Material Plan – Veneer Mill

The Mill will be commissioned in two stages termed as Phase I and Phase II. . The plan is to conclude the two phases within 1 year of commercial production. The Phase I will have capacity to process up to 6,000 Hoppus Ton of Gurjan Log and Phase I and Phase II combined will have a total capacity to process between12,000 to 15,000 Hoppus Tons of Gurjan Logs per year.

Gurjan Log Inventory:

In order to ensure smooth manufacturing operations **Veneer International Myanmar Co., Ltd.**has arranged to hold Gurjanlog inventory for 2 months of consumption. The actual inventory level will be determined by **Veneer International Myanmar Co., Ltd.**, once production has started.

Veneer factories consume what are referred to in the industry as "industrial roundwood", which essentially means logs. Myanmar has implemented the comprehensive Log Export Ban (LEB) from March 31, 2014, making logs available locally.

As to ensure continued supply of raw material, we will obtain from open tender and from our own cultivation field in the future, we are in the process of negotiation with the Ministry of Forestry and Environmental Conservation in this regard.

ANNEX G

Fire Protection

FIRE PROTECTION – Veneer Mill

The following is a summary of the fire protection procedures required or recommended for Veneer International Myanmar Co., Ltd.'s Mill.

This guide addresses on-site fire protection and preparedness. Detailed information is laid out herein, and on the company's HSE manual which is part of the company's operating and maintenance procedures. These procedures are fully laid out in the manual.

Goal:
The main goal is to ensure priority on human safety, protection with scientific measures, standardized operations, and to seek continual improvement.

Fire protection and Fuel Handling

Fire Protection.
Veneer International Myanmar Co., Ltd shall provide for the necessary equipment for firefighting, equipment of types and quantities as may be required by applicable laws and regulations in Myanmar as appropriate to the Mill Area and to the Work being performed.

Flammable liquids, including but not limited to gasoline, kerosene, fuel oil, and LPG, shallbe transported and stored in properly identified, industry-approved, metal containers designedspecifically for handling these liquids and meeting the requirements of all applicable laws andother applicable safety and environmental standards regarding the transportation, storage, and useof flammable liquids. Flammable liquids shall not be stored near possible sources of heat, ignition,combustion or explosion hazards.

All tanks, containers, and piping containing flammable liquids, fuels and gases shall be freeof any leaks. Care should be taken to avoid fuel spills. Spills must be cleaned up with sand andleaks repaired immediately.

Fuel tanks or containers shall be placed in rigid and stable support and securely fasteneddown to prevent accidental movement. Combustible materials such as wood are not to be used formounting or support.

Slope from storage containers shall be such that drainage does not flow toward any source ofIgnition nor source of water (i.e., streams, rivers, lakes.)

The master fuel supply area shall be chained off and prominently marked with signs thatread "DANGER - FLAMMABLE LIQUIDS, NO NAKED LIGHTS" in Burmese, and English.

Generator fuel tanks will be located at least three meters from the generator. Portablegenerators with integral fuel tanks are exempt from this requirement.

All internal combustion engines shall shut down before they are refueled, except wherethe refueling point is sufficiently remote from the engine to allow safe refueling in accordancewith all laws and regulations in Myanmar.

All used fuel containers shall properly disposed in an environmentally sound manner.

All walkways, railings, and Work areas shall be kept clean and clear of any lubricants.

Onshore Fuel Storage (Gasoline, Diesel), as applicable.
Fuel shall be stored in a specially designated area located at least two hundred meters (200 m)from any building, habitation, or vessel which is regularly occupied or used by any person otherthan for fueling.

Fuel will be stored in an industry-approved tank or tanks with adequate emergency ventingfor fire exposure. All fittings on the tank(s) below the liquid level must be steel.

Combustible solids such as (but not limited to) wood, rags, cardboard cartons, etc., will notbe stored within fifty meters (50 m) of a fuel storage tank.

All fuel storage tanks must be marked to indicate the flammability of their contents. Themarkings should be bold and clear and state "(Insert type of fuel)- HIGHLY FLAMMABLE" in English and Burmese.

No smoking, welding, open flames or any other source of ignition are allowed within twentymeters (20m) of the storage tank(s), or while fueling operations are in progress.

Emergency Evacuation Plan

In the event of fire, the Managing Director or his designated fire officer shall organize firefightersto put out the fire, and withdraw the staff from the dangerous places to safe places and shall inform the local police as soon as possible. Medical personnel, shall attend to the wounded. Serious wounded shall be transfer to hospital immediately.

Personal protective equipment
Appropriate personal protective equipment for the Work being performed shall be worn byall personnel in the Mill.

All personal protection, safety, fire, occupational health, and environmental protectionequipment provided or used by the Company shall be operable, and shall be properly maintained, used, oroperated in accordance with the manufacturer's instructions, laws and regulations of Myanmar, and to the applicable safety and environmental standards.

Employees shall be fully trained to ensure that the employees are qualified in the propermaintenance, handling, operation, and use of all personal protection, safety, fire, occupationalhealth, and environmental protection equipment provided or used in the Mill.

Fire Prevention and Control Guidelines

CONTENT

INTRODUCTION

In the past, human errors and lack of understanding about fire, its composition, nature,and the different types of fire have caused a lot of damage to properties, equipment loss and lossoflives and money. This is attributable to the fact that proper knowledge and understandingof fire, its nature and properties, how to prevent it from occurring and control at the event ofany fire outbreak.

This training therefore is tailored to meet the required knowledge to enable you copewith small fires and thereby reducing incidents of fire or possibly eliminating the risk offires.

1.1 PURPOSE

The purpose of this course is to acquaint participants with the basic principles of fire, with a view to allaying their fear and increasing their understanding of fire.

The objective is to be able to:

Understand the nature and properties of fire.
Know different types of extinguishing media
Know types and use of portable fire extinguishers with their limitations
Know how to prevent fire occurrence
Know how to fight small fires.

2.0 DEFINITION AND NATURE OF FIRE

Everybody knows what fire is and how it looks, but because of its complex nature,people find it difficult to describe or define fire. Fire can be defined as: A chemical processinvolving the vaporization and oxidation of a combustible material accompanied by therelease in the form of heat and light (keep in mind that only vapours burn).However, there are two common definitions of fire, these are:

- Fire is the interaction between FUEL, OXYGEN and HEAT at appropriate temperature resulting in the production of flame.
- Fire is a rapid combination of two or more combustible substances resulting in the production of heat and light.

From the two definitions above, it shows that we must have three essential thingsnamely; Fuel, Heat and Oxygen before fire could occur. These three are called "Elements ofCombustion".

There is also the Chemical Chain Reaction as a fourth element though notusually mentioned, but it must as well be present in the process.

ELEMENTS OF COMBUSTION

FUEL

This is any flammable combustible material and it exist in any of the three states ofmatter i.e. solid, liquid, gaseous form.

(a). SOLID FUEL

These are combustible substances in solid state such as wood, paper, clothes etc.

(b). LIQUID FUEL

These are flammable substances in liquid form or liquefiable substance e.g. petrol,kerosene, paint, wax, etc.

(c). GASEOUS FUEL

These are combustible gases and liquefiable gases e.g. propane, butane, acetylene etc.HEAT This is a form of energy. It is the attainment and maintenance of certain minimumtemperature (degree of hotness/coldness of a body).All substances require greater amount of heat before they bum. Heat can be producedby any of the following means:

A. (a). Water chemical reaction e.g. water+ quicklime.
(b). Activities of microorganisms or organic substances in confined poor ventilation.
(c). Glycerine+ potassium permanganate
B. Mechanical activity e.g. friction (rubbing of two surfaces together). Electricalactivity e.g. flows of electrons or passage of electrical current through a resistor or conductor.External application - matches, open fire, radiation from sun.

2.1 .3 OXYGEN

This is a gas and a supporter of combustion. It is part of the constituents of theatmosphere and it occupies approximately 21% volume in air. It is very unlikely to have\afire in an atmosphere that has less than 16% oxygen.Apart from being a gift of nature, oxygen can also be found in the following:

(1). Cylinders.
(2). Oxidising agents such as nitroglycerine.
(3). Atmosphere.

HEAT TRAVEL (FIRE SPREAD)

As "Heat" is the only source of energy out of the three elements of combustion, it meansthen that heat is the primary factor of fire spread. Fire can therefore spread in any of thesethree ways:

2.2.1 CONDUCTION

Heat transfer through the particles of a solid material from a point of high potential to apoint of low potential. Example if one end of a metal is heated, you feel it at the other end.

2.2.2 CONVECTION
This is the transfer of heat through heated gases and water. Smoke and hot gases rise andtravel through any openings in horizontal surfaces, which permit them to escape. When thesmoke and hot gases reach the ceiling or upper floor through the staircase, they willmushroom and a fresh fire is thereby started.

3. RADIATION: This is the transfer of heat from source to receiver without heatingthe intervening medium or without the existence of any conducting network. Fire can spreadby radiation when it has reached such magnitude by jumping from one side of a street to theother. Intensity of radiation diminishes with distance.

CLASSES OF FIRE AND THEIR PROPERTIES
3.1 There is the saying in the fire service that "No two fires are alike". An outbreakof fire in a residential building is different from fire in a gas plant. In the same vein, a petroltanker on fire is different from fire involving an electrical apparatus.
3.2 For this reason, fire is classified into four categories as shown below;

CLASS	PROPERTIES
A	Fires involving free burning materials usually of organic nature e.g wood paper, textile furniture etc.
B	Fires involving flammable liquids or liquifiable solids e.g petrol, kerosine, oil, fat, wax, paints etc.
C	Fires involving gases e.g cooking gas (LPG), acetylene, hydrogensulphide, and methane.
D	Fires involving metals e.g potassium, magnesium, copper, alluminium etc

METHODS OF EXTINCTION
You have seen that there are three elements of combustion, meaning that fire standson three legs or Fire has three lives.In order to extinguish a fire, one has to deal with one or more of the elements that jointogether to start fire .If you can cut one of the legs or one of the three lives, fire will die.

COOLING
Is the reduction of heat below ignition temperature? This is mainly achieved by theapplication of water, either in bulk, jet or spray.

SMOTHERING
Is the cutting off or reducing the supply of oxygen to the fire? This method may beineffective on fire involving oxidising agents as they have their own oxygen required forcombustion.

Example
(a). Covering a burning oil with a non-combustible cover/lid
(b). Use of fire blanket.
(c) .Use of dry chemical powder (DCP).
(d). By inerting the burning vicinity with an inert gas-C02.
(e). Use of sand.
(f). Use of foam.

STARVATION
Is the removal or limitation of fuel supply to a fire e.g. shutting off a gas supply, draining of fuel from burning oil tank etc.?

CLASSIFICATION OF FIRES AND EXTINCTION METHODS
Fires are classified into four categories according to the nature of fuel and associated risk

CLASS	COMMODITIES	METHODS OF EXTINCTION
A	Fires involving free burning materials usually of an organic nature e.g wood, paper, textile, furniture etc.	Cooling by application of water
B	Fires involving flammable liquids or liquifiable solids e.g Petrol, kerosine, cooking oil, wax, paints, spirits, vanish, etc.	Starvation by cutting off oxygen supply. Smothering by application of suitable cover ie. Lid, foam.
C	Fires involving gases e.g Cooking gas (LPG), acetylene, hydrogen sulphide.	Starvation by cutting off oxygen supply, application of fire extinguisher or allow to burn out.
D	Fires involving metals, e.g Potassium, Sodium, calcium, magnesium, copper, ink etc.	Smothering by use of special fire fighting dry chemical e.g. TEC (Ternary Eutectic – chloride) and sodium bicarbonate. Alternatively use dry sand.

ELECTRICAL FIRES
It is not considered according to present day ideas, since any fire involving, or startedby electrical equipment must in fact, be a fire of class A, B, or D. The normal procedure insuch circumstances is to cut off the electricity and use an extinguishing method appropriateto what is

burning. Only when this cannot be done with certainty will special extinguishingagent be required which are non-conductors of electricity and non-damaging toequipment. These include vaporizing liquids, dry powders and carbon dioxide. Although thelatter's cooling and condensation effects may affect sensitive electronic equipment.

EXTINGUISHING MEDIA (AGENTS)
METHODS OF OPERATING AND USE OF PORTABLE FIRE EXTINGUISHER

The selection of fire protection systems and specific equipment used at a particularfacility requires consideration of many factors such as, the type and location of facility, typeand quantity of material stored, equipment to be protected, personnel available andappropriate Federal, State, and Local regulations. The Safety and Environmental groupusually determines the selection.

WATER is used for cooling. There are fire main systems with hydrant points supplyingwater to every part of any location. This is largely because water possesses very high heatabsorbing qualities and at flowstations and gas plants is available in ample quantities.NOTE: owing to the danger of electrical shock, water should not be directed towardsany live electrical equipment.

FIRE PREVENTION
SMOKING
Matches, burning cigarettes, flares, and open fires are obvious ignition sources.

REMEDY: Forbid naked lights and smoking in hazardous areas such as flow stations, gasplants, tank farms fuel dumps, power houses and any such designated areas.

HEATING SYSTEM
The most dangerous sources - cookers furnace with a heating system are those createdby the boiler or furnace and its flue, hot ashes, sparks from chimneys and overheating in theflue.
REMEDY: Examine connecting leads from time to time and replace or report the onesworn out immediately

3. CUTTING, WELDING AND RIVETING
Sparks, hot electrode stubs or discarded rivets may fall into combustibles.
REMEDY: keep cutting and welding area free from any flammable / combustiblematerials.

4. ELECTRICAL EQUIPMENT AND WIRING
Arcing, overloading of electrical sockets and overheating are the basic faults that causeelectrical fires.
REMEDY: Have electrical equipment installation inspected and tested at least once amonth. Keep temporary extension wiring to a minimum. A void overloading existing circuits.

SPONTANEOUS IGNITIONS
Spontaneous ignition of oily rags or similar wastes can occur under poor storageconditions.

REMEDY: strict vigilance and careful storage are the only precautions againstspontaneous ignitions. Keep oil rags, jutes etc. away from hot surfaces.

FRICTIONAL HEAT AND SPARKS
Friction in bearing and conveyors is the most obvious source of ignition. The presenceof metals and foreign bodies in materials being processed may produce heat and sparks fromthe materials passed into machinery.
REMEDY: Regular maintenance of equipment and strict vigilance during processes isrequired.

FLAMMABLE LIQUIDS
The degree of the hazard involved is determined by the flammable characteristics of thevapour of a liquid. The hazard becomes most evident when liquid is placed in opencontainers or when spills or leaks occur.
REMEDY: Take extra precaution with flammable liquids. Stocks should be stored in awell-ventilated detached single storey building of non-combustible combustion. Handleflammable liquids only at a safe distance from possible sources of ignition. Clean off oilspills immediately.

MACHINERY
Worn and defected parts are apt to cause sparking as well as over- heating.
REMEDY: have machines regularly serviced and replace worn our parts. Make surethat electrical appliances are switched off at the gear switch after use.

GOOD HOUSE KEEPING
This is the simplest and yet the most neglected of fire precautions. Fire hazards can beconsiderable reduced simply through general tidiness, the proper disposal of wastes and thelimitations of exposed flammable materials.

HAZARDOUS AREAS
NOTE: Fuel dumps, camps, trailers, magazines generator house are hazardous areas.Therefore, the entry into these areas of unauthorized persons, motor vehicles and non-approvedequipment should be disallowed. Also the area immediately outside the boundariesof any hazardous areas should always be regarded as restricted areas and every movementshould be controlled.

FIRE FIGHTING TECHNIQUES
Everyone is expected not only to prevent, but also to fight fire. It is important for everyperson to:

- Know where the nearest fire point is and how to operate and use it.
- Obey "No Smoking" signs. Smoke only in designated places
- Not obstruct fire exit and extinguishers.
- Become familiar with the Company's fire emergency procedures applicable here.
- Ensure that there is no welding or naked fires in hazardous areas. A written work permit is a most before a source of ignition is introduced into such areas.

You are here in this firefighting training to learn how to extinguish fires using theequipment provided in your area.

PUT OUT THE FIRE AT AN EARLY STAGE
When you notice a fire, the action to take is:

- Alert others by shouting Fire! Fire!! Fire!!!

- Operate the fire alarm
- Extinguish fire, only if it is safe to do so - Using the PASS system
- While fighting the fire, take up position near door for quick and safe retreat. DO NOT TAKE RISK!

ON HEARING FIRE ALARM

- Switch off electrical appliances
- Close windows and doors (do not lock them)
- leave building calmly
- Assemble at muster point for roll call and further advice.

DUTIES OF FIRE LEADERS

- Ensure building or house boat are clear of personnel
- Report to Fire Wardens
- Liaise with Fire Warden to declare building safe

DUTIES OF FIRE WARDENS

- Ensure firefighting team has been alerted
- Ensure orderly evacuation from the building
- Ensure all windows and doors are closed
- Search / Check all rooms and caravans for missing or trapped persons.
- Ensure everybody is out to the muster point.
- Carry out heat count at muster point
- Give information to fighting team on fire location and class of fire.

DUTIES OF FIRE FIGHTERS

- Confirm location of fire
- Pick up general - purpose fire extinguisher from the closest fire point
- Ensure an escape route is established for retreat when necessary
- Fight the fire as you have been taught using the PASS system.
- Maintain proper footing, keeping safe distance from the fire.
- Report situation to the fire leader at the end.

Extinguishing Agents

Water

Water is very effective on Class A fires involving ordinary combustible materials. It may be applied from engines, portable hand pumps, or stored pressure extinguishers. Water must not be used on Class C fires as water applied to energized electrical equipment presents a hazard from electric shock.

Foam or Aqueous Film Forming Foam (AFFF)

AFFF, commonly referred to as "A-Triple F", should not be confused with Class A wild land fire foams. AFFF is designed to extinguish Class B flammable liquid fires, but can also be effective on Class A fires. The foam creates a blanket which smothers the fire. An aqueous solution from the foam bubbles creates a vapor barrier over the fuel surface, preventing re-ignition of the fuel. Foam must not be used on Class C fires as foam applied to energized electrical equipment presents a hazard from electric shock.

Carbon Dioxide

Carbon dioxide (C02) is a gas 12 times heavier than air. It is non-poisonous and will not support combustion nor sustain life. Carbon dioxide extinguishers are suitable for Class B and C fires. It is discharged in a gaseous form and is easily affected by drafts or wind. It is non-corrosive, non-damaging, and leaves no residue. The danger from CO2 is the possibility of losing consciousness or being suffocated in an enclosed space or low-lying place.

Dry Chemical

Dry chemicals consist principally of bicarbonate of soda, potassium bicarbonate or ammonia phosphate and are used to smother the fire. Dry chemical extinguishers are of two basic types. One type is pressurized by dry nitrogen or dry air, and the other type has a cartridge with CO2 under pressure. When the cartridge of the second type is punctured,
CO2 pressure expels the agent.

Danger from the dry chemical extinguisher lies in discharging it into an occupied crew or passenger compartment, or directing the stream into the escape path of occupants, causing a visual impairment. Dry chemical extinguishers are normally rated for Class B and C fires, but some are rated A, B, and C.

Some dry chemical extinguishers have a tendency to pack solid from their own weight and vibration. They need to be removed periodically and inverted so they may be discharged properly.

Halon

Halon extinguishers are generally rated for Class B and C fires. Some may have a Class A rating as well. Halon, like CO2, is a gas and will be affected by wind. Halon use on fires may produce toxic by-products. Use of these extinguishers is preferred in well ventilated areas and users must avoid breathing in the gas.

Dry Powder

Two extinguishing agents are listed for use on Class D (combustible metal) fires.

G-1 PowderG-1 Powder is a screened graphitized foundry coke with various phosphates added. The material acts as a heat conductor to lower the temperature of the burning metal. It forms a coating to smother the fire by excluding air, and may be used in magnesium and magnesium alloy fires.
Met-L-X PowderMet-L-X Powder has a sodium chloride base with additives. An additive fuses at high temperatures to aid in forming an air-tight coating. It may be used on magnesium, sodium, potassium, and sodium-potassium alloy fires.

ANNEX H

Veneer Mill

Proposal to MIC

Initial Environmental Examination (IEE) Analysis

Table of Contents

The purpose of this initial environmental screening is to determine the appropriate extent and type of environmental assessment is classified for the proposed project. The assessment will fall into one of four categories (Part 3), depending on the type, location, sensitivity, and scale of the project and the nature and magnitude of its potential environmental impacts.

Company:	**Veneer International Myanmar Co., Ltd.** (the Company) (**VIM**)
Address:	No. 8-A, Khabaung St. (Martin Avenue), 6th Mile, Pyay Road, HlaingTsp, Yangon, Myanmar
Project Description:	Veneer Peeling and Drying Facility (Veneer Mill)

Part 1 - Project Details

1. Sector

Infrastructure

a) **Transport**

- ☐ Road construction, development of canals and harbours, airports, railway lines, etc.
- ☐ Pipelines

b) **Energy sector**

- ☐ Water reservoirs
- ☐ Dams/hydroelectric power stations
- ☐ Thermal power stations (output in megawatts:)
- ☐ Nuclear power stations and nuclear processing plants
- ☐ Electricity transmission and distribution, in particular development of the power grid

c) **Disposal**

- ☐ Water treatment plants
- ☐ Waste disposal, incineration and processing

Natural resources

- ☐ Mining
- ☐ Forestry
- ☐ Large-scale irrigation, drainage, water treatment, groundwater abstraction and flood control
- ☐ Land development
- ☐ Oil and gas utilisation, processing and storage

Large-scale industries

- ☐ Agricultural industry
- ☐ Asbestos and cement production
- ☐ Chemical and pharmaceutical industry
- ☐ Metal production and processing
- ☐ Paper industry
- ☐ Petrochemical industry
- ☐ Textile industry: e.g. dyeing, fabric printing, finishing; spinning and weaving mill combined with dyeing and/or finishing
- ☐ Tanneries

Other

- ☐ Tourism
- ☐ Hospital equipment
- ☐ Radiology
- ☐ Integrated, general plant for processing foodstuffs (food complex)
- ☒ **Veneer Peeling and Drying Facility(Veneer Mill)**

2. Location

Population
- ☐ Area inhabited by indigenous people
- ☐ The location will result in resettlement

Biodiversity (see UN list)
- ☐ Location of endangered animal and plant species
- ☐ Location with a high concentration of biodiversity

Cultural objects
- ☐ The location is "World Heritage" listed

Nature
- ☐ Forests worthy of protection, in particular forests listed on the UN list of protected areas
- ☐ Wetlands such as river wetlands, lake lands, coastal regions or moors. The most important wetlands appear in the UN list, in the World Heritage list and in the Ramsar Convention
- ☐ National parks, nature conservation areas (see UN list)
- ☐ Agricultural land or previously undisturbed land ("greenfield")
- ☐ Location with groundwater reserves, change in the groundwater level

☐ **The location is not in any of the above mentioned locations**	☐ In Yangon

PART 2 – Project Analysis

1. Provide a brief description of the Project and its potential to impacts of a proposed action or development on the environment, including humans.

The goal is to establish a commercially viable and profitable Veneer Peeling and Drying Facility in Myanmar. **VIM** will be organized to for an initial production capacity of approximately 500 cubic metres month or about 6,000 cubic metres per annum. The actual production of finished veneer is dependent on multiple factors. The capacity expansion of the facility will be installed phase-wise and expansion will be contingent on the technical and commercial success of the initial capacity. Maintenance of government approvals, which insure operational compliance with the Myanmar governmental regulations will be adhered to.

The products will be provided from a lease site already existing site in Yangon. **VIM** will develop an environmental management strategy and implement appropriate solutions for the environmental impacts that are and or will be generated during its operations should it be required.

The impacts to the environment, if any, will largely be mitigated by attention to detail in the execution of the operations and by continuous monitoring and long-term planning.

The activities conducted at the Veneer Mill will comply with the current best practiceenvironmental management conditions operating throughout Myanmar.

2. Describe the Applicant's role and level of influence in the Project with respect to design, construction and operating responsibilities, where applicable.

Environmental management within **VIM**will be guided by corporate environmental principles and **VIM**'s environmental objectives which aims to enable responsible operations, ensure environmental best practice, legal compliance and due diligence, while environmental ethics are incorporated and practiced in all endeavours.

Reasonable measures include informing and educating employees about the environmental risks of their work and training them to operate in an environmentally responsible manner.

There are possibilities to create new Energy Resource from Waste/Residue. These benefits are:
- Ability to convert local veneer waste/residue into fuel
- Greater force flexibility and independence with respect toenergy/power at the Mill
- Reduced manpower/equipment resources directed towards waste maintenance

3. Does the Project involve the relocation of a local community? Explain.

No, there are no requirements for relocation of any local communities in the operations of this facility.

4. Will the Project be located in or near a geographic area designated for environmental protection including, without limitations, national parks, tropical rainforests, coral reefs, World Heritage Sites or World Biosphere Reserves?

No. The area(s) is/are not designated for environmental protection.

5. Provide a brief description of the Project site and surrounding geographic area. Specify any geographic characteristics of the site (e.g. topography, seismicity, hydrology, etc.) that may affect the mitigation measures of the Project.

All facility will be operated from existing owned facilities leased to **VIM**. If any, careful design, planning, and the use of appropriate technology will be adopted to greatly augment the potential benefits, and avoid or reduce potentially adverse consequences.

Part 3 – Assessment Conclusions

- [x] **The review has not identified any potential environmental impacts. No further analysis or data collection is necessary.**
- [ ] The review has identified environmental impacts that should be avoided in order to fully protect the environment. Corrective measures may be required to mitigation and/or reduce the environmental impact and will be addressed in the Environmental Management Plan (EPM).
- [ ] The review has identified significant environmental impacts that should be avoided in order to adequately protect the environment. Corrective measures are required and will be addressed in the Environmental Management Plan (EPM).
- [ ] The review has identified adverse environmental impacts that are of sufficient magnitude that the Applicant must carry out an assessment and prepares and submits to the planning authority a report that identifies, describes and assesses the effects that the project is likely to have on the environment. The process is referred to as the Environmental Impact Assessment (EIA) and/or the Social Impact Analysis (SIA).

Table of Contents

1 Preliminaries

1.1 Purpose of this Document

As part of the duty of care requirements of Myanmar Environmental requirements, **VIM**, hereafter referred to as "the Veneer Operations" is developing an environmental management strategy and implement appropriate solutions for the environmental impacts, if any, that are and or will be generated during the execution and operational phases of the Veneer Operations.

This Environmental Management Plan (EMP) is therefore a key management tool that will contribute towards achieving sustainable environmental management throughout the operation of this service. The EMP focuses primarily on the operational aspects of the facility. The EMP's are additional to and will complement **VIM**Operational Manual.

1.2 Objectives of the EMP

The objective of this EMP is to address environmental and social issues that require management plans based upon the potential impacts of activities in the provision of the Veneer Operations. The impacts to the environment will largely be mitigated by attention to detail in the continuous monitoring and long-term planning. Environmental management within **VIM** will be guided by corporate environmental principles and**VIM**'s environmental objectives which aims to enable responsible operations, ensure environmental best practice, legal compliance and due diligence, while environmental ethics are incorporated and practiced in all endeavours. The structure is as follows:



2 Operational Overview

2.1 Overview

The goal is to establish a commercially viable and profitable Veneer Peeling and Drying Facility in Myanmar. The Veneer production Company willbe organized to for an initial production capacity of approximately 500 cubic metres month or about 6,000 cubic metres per annumMaintenance of government approvals, which insure operational compliance with the appropriate Myanmar governmental regulations will be adhered to.The facility will be operated from an an already existing facility in Myanmar. **VIM** will develop an environmental management strategy and implement appropriate solutions for the environmental impacts that are and or will be generated during its operations should it be required.

3 Mitigation and Management Responses

3.1 Principles

Any human induced perturbation in the natural environment causes impacts. **VIM**will be influenced by thoughtful consideration of their potential impacts. Careful design, planning, and the use of appropriate technology can greatly augment the potential benefits, and avoid or reduce potentially adverse consequences.

3.2 Guidelines

The operations will be carried out to comply and to meet a range of environmental standards. These standards are based on international requirements for best practice and national and municipal legal requirements. To ensure the purpose of this EMP will be achieved, the environmental management guidelines will be established as follows and as detailed in Appendix A:

Energy | **Water** | **Waste**

- Recommend actions to reduce energy use and water consumption, improve waste water quality, and reduce landfill waste volumes through recycling, composting, and hazards waste reductions.
- Determine methods to improve operational efficiencies and reduce polution.
- Recycle veneer-mill residues from underutilized wood into value-added solutions such as for bioenergy.

Design

- Create sustainable design for public use
- Design plans for future development and ecological restoration

Sourcing

- Develop "green" sourcing practices (e.g. Packaging, non-toxic ingredients)

Marketing & Education

- Determine customer impact of promoting environmental efforts
- Recommend marketing tactics and education activities

Decision Making

- Integrate sustainability in all departments
- Incentivize and evaluate employees on sustainability actions

Unlike most other industries, Veneer Mill industries are fortunate to be able to use their waste to help meet their energy needs. In its processing the greater part of the thermal energy requirements can be met from the available residuesin order to safeguard against certain and costly fossil fuel supply.

4 Training and Awareness

4.1 Principles

A site induction shall be given to all personnel working on site using**VIM**'s *operationalManual*.

5 Communications and Reporting

5.1 Principles

All environmental issues (such as monitoring, complaints, incidents etc) specific to the provision of the service will be communicated as outlined in the *operationalManual*.

6 Staff Social Welfare

6.1 Staff Welfare Plan

VIM plans to provide an attractive salary and benefits package to its employees, inclusive of the following:

- Attractive salary for all professional, administrative and other staff
- Leave and holiday allowance in accordance with all applicable laws in Myanmar
- Training as required
- Separate staff welfare programs in addition to benefits under standard employment contracts
- Provision of ferry, transportation allowance, meal and staff house to select staff

6.2 Personnel Plan

Along with Veneer equipment acquisition and operating costs, personnel costs represent one of the two largest cost factors faced by the veneer operation. Additionally, the operation's personnel will largely determine the success of the venture. Therefore, it is crucially important to develop and implement an effective personnel operations and compensation plan.

The Personnel Plan for the operation reflects the stress on the use of technology to reduce staffing and costs, and the concomitant stress on customer service. Consequently, staffing will be heavier (with individual function directors) in such areas as information technology and oversight of such functions as human resources. Functions such as sales and marketing, bookkeeping and finance, and personnel management will be reduced, with the assumption being that the effective use of advanced, cost-efficient informational technologies in these areas will make up for the reduced staffing, resulting in significant cost savings while providing superior results at less effort.

All non-management operations staff will consist of Myanmar nationals in order to enhance the customer experience, help control costs and contribute to the general public welfare. The operations staff will be trained in veneer production operations.

The technical staff will initially consist of Myanmar nationals under the supervision of an expatriate staff in orderto train the Myanmar staff in safe and reliable maintenance practices. Subsequently, all new technical positions will be filled by Myanmar nationals who will receive technical training commensurate with their technical responsibilities.

Staffing in the sales and marketing area is aimed at targeted industry contact with local and international travel agents, local and international tour operators, and key corporate accounts in the region. Marketing personnel responsibilities will be divided along functional lines with three targeted sales and marketing managers responsible for corporate sales, local tour agent sales, and international agent sales all reporting to one director of sales and marketing. Additional personnel will answer customer inquiries on the telephone at central headquarters and also will respond to e-mail/website-forwarded inquiries.

All key functional positions throughout **Veneer International Myanmar Co., Ltd.** including those in the sales and marketing area, are backed up by professional support personnel, most of whom will be cross-trained in different areas, so there will always be

coverage of all key functional areas as well as back-up support when work demand requires it.

Cross-training and cross-functioning will be core elements of the new company's personnel management approach. Everyone will be inculcated with the spirit that she or he is personally responsible for the passenger and the client having a positive experience when in contact with the new airline. Everyone, from the CEO on down, will be familiar with (and participate in) virtually every aspect of the work and customer-service process.

Finally, the proposed hierarchy and salary structure is designed to be economical as well as sufficiently attractive and competitive to enable the **Veneer International Myanmar Co., Ltd.**to recruit good, qualified personnel. At the same time, in keeping with the overall ambience in **Veneer International Myanmar Co., Ltd.**, it also stresses relative equality and fairness in its structure. A good benefits package, consistent with, and perhaps better than, available elsewhere in the region, and the more abstract benefits of being part of a well-respected, well-functioning, professional, winning team, also will be elements attracting good employees to the new Veneer company and keeping them on the team.

7 Conclusion

In terms of the EMP, everyone is required to take reasonable measures to ensure that they do not pollute the environment. There is significant energy benefits of recovering energy from the Mill waste and residue. Biomass energy generation can have an important role to play in reducing environmental impact at the Veneer Mill site. As well there is a degree of self-sufficiency through established processes for the recovery or reuse of the mill's waste materials. As an example with the use of biomass boilers, mill's waste can generate heat for the drying process of the veneer. Other rreasonable measures include informing and educating employees about the environmental risks of their work and training them to operate in an environmentally responsible manner.

Appendix A – Environmental Standards

Mill Waste and Residues Management Plan

The main source of waste and residues to be managed is consisting of log end waste, bark& upper portion of log, core log waste, clippings, log waste from drying, guillotine, and from undersize & damaged veneer. Veneer production lend themselves quite readily to integration, with the advantages of shared waste handling processing facilities and services, and the maximum benefit derived from the use of the residues as a raw material and fuel.

Performance objectives:
To minimise the impact of waste from site operations.
Ensure the relevant provisions of the Myanmar Environment Laws are met.
To use of mill waste/residues as a potential fuel source to meet the Mill's own energy requirements, and as pellets[1] or briquettes, as fuel to other industrial users or electricity generating companies.

Management Strategies:
The performance objectives above will be achieved by the following management strategies. Use of a number of residue and waste materials that could be used for bioenergy(energy generation) where appropriate, as well as to incorporate a correctly designed waste disposal system so as to avoid accumulation of residues which would otherwise be detrimental to both equipment and the overall plant operation. Energy recovery and recycling are the main alternatives to sending waste wood to landfill.

Tasks: The following actions will be undertaken to implement the above management strategies. EMP awareness training to be included as part of inductions. Proper training and provision of appropriate tools and logging equipment can do much toosubstantially reduce excessive wastes.

Responsibilities:
The actions outlined in this plan are the responsibility of management, foremen and employees.

Performance Indicators;
Nil complaints relating to waste management.

Monitoring and reporting:
Any complaints as to the management of on-site waste and residues will be directed to **VIM** as soon as practical. Complaints and any actions arising from a complaint will be recorded in a complaints register to be maintained by site management.

Corrective actions:

[1]Pellet fuel is a renewable, clean-burning and cost stable home heating alternative currently used throughout the world. Pellet fuels are made from compressed biomass. Wood pellets are the most common type. A form of wood fuel, wood pellets are generally made from compacted sawdust or other wastes from sawmilling and other wood products manufacture.

Undertake waste monitoring and establish where and how increased usage in bioenergy has occurred.

Air Quality Management Plan

The main source of pollution to be managed is smoke produced from operating (production machines).

Performance objectives:
To minimise the impact to air quality from site operations.
Ensure the relevant provisions of the Myanmar Environment Laws are met.

Management Strategies:
The performance objectives above will be achieved by the following management strategies. Use of improved technology where economically feasible. Evaluate the effect of air emissions where appropriate. Employment of dust extraction equipment on equipment as required.

Tasks: The following actions will be undertaken to implement the above management strategies. EMP awareness training to be included as part of inductions. Dust extraction and collection units to be maintained and repaired as required.

Responsibilities:
The actions outlined in this plan are the responsibility of management, foremen and employees.

Performance Indicators:
Nil complaints relating to air quality management.

Monitoring and reporting:
Any complaints as to the management of on-site air quality will be directed to **VIM** as soon as practical. Complaints and any actions arising from a complaint will be recorded in a complaints register to be maintained by site management.

Corrective actions:
Maintain dust collection system following reduced performance.

Energy Management Plan

The energy management EMP is aimed at minimising electricity use. The main sources of use are Site equipment and Drying.

Performance objectives:
To minimise electricity usage on site.

Management Strategies:
The performance objective above will be achieved by the following management strategies Monitor energy usage to determine high-use areas. Establishing areas of wastage. Install energy management systems where economically viable. Take energy rating into account when purchasing new equipment.

Tasks:
The following actions will be undertaken to implement the above management strategies. Undertake EMP awareness training as part of inductions. Maintain energy control systems.

Responsibilities:
The actions outlined in this plan are the responsibility of management, foremen and employees.
Monitoring and reporting:
Any complaints as to the management of on-site energy usage will be directed to **VIM** as soon as practical. Complaints and any actions arising from a complaint will be recorded in a complaints register to be maintained by site management.

Corrective actions:
Undertake energy monitoring and establish where and how increased usage in electrical energy has occurred.

Noise and Vibration Management Plan:
The potential sources of noise are from (operating machinery).

Performance objectives:
To meet requirements of the Myanmar Environment Laws.
To avoid nuisance noise tonearby residents.
To avoid vibration nuisance to nearby residents.

Management Strategies:
The performance objective above will be achieved by the following management strategies Activities that produce excessive noise will be restricted where practical to hours permitted by the local laws.

Tasks:
Maintain on-site equipment including noise reduction equipment. Enclose excessively noisy equipment likely to generate community complaints where economically feasible.

Responsibilities:
This EMP is the responsibility of **VIM**. The actions outlined in this plan are the responsibility of management, foremen and employees.

Performance indicators:
Nil complaints relating to noise or vibration nuisance. Conformance with the provisions of the Myanmar Environment Laws to be met.

Monitoring and reporting:
Any complaints as to the management of on-site air quality will be directed to **VIM** as soon as practical. Complaints and any actions arising from a complaint will be recorded in a complaints register to be maintained by site management.

Corrective Actions:
Consider shutdown of noisy activities Investigate complaint immediately

Waste Management Plan:
The main wastes likely to be produced on-site are dust, slurry, rubble and core sheaths.

Performance objectives:
To meet the objectives of the Myanmar Environment Laws.
To minimise waste generation by developing strategies for the management and disposal of all waste produced in accordance with the principals of avoidance, reuse, recycling and disposal of waste.
To manage waste in a manner that is sustainable and sensitive to the environment.

Management Strategies:
The performance objective above will be achieved by the following management strategies Components of waste streams will be separated at source where possible to minimise contamination and maximise potential for reuse and recycling of materials. Waste will not be stored on areas where it could contribute to the generation of contaminated runoff. Waste storage on-site will generally be organized by the shop foreman. Waste management will form part of the on-site induction process.

Tasks:
The following actions will be undertaken to implement the above management strategies. Organize regular waste collection to minimise excessive waste storage. Audit the locations of waste storage to ensure that the above strategies are being met.

Performance Indicators:
Nil complaints about waste storage or removal.

Monitoring and reporting:
Any complaints as to the management of on-site waste nuisance will be to **VIM**as soon as practical. Complaints and any actions arising from a complaint will be recorded in a complaints register to be maintained by site management.

Corrective Actions:
VIMwill recommend corrective actions

Water Management Plan:
The water management plan is designed to manage: Sediment and Process water usage and disposal.

Performance objectives:
To comply with Myanmar Environment Laws.

Management Strategies:
The performance objective above will be achieved by the following management strategies Divert clean storm water runoff from site to prevent it entering operations area. Collect runoff

from process area. Ensure waste is located in areas which will not contaminate surface water runoff. Ensure discharge of process water meets trade waste requirements.

Tasks:
The following actions will be undertaken to implement the above management strategies. Monitor discharge water to ensure that trade waste conditions are being met. Undertake EMP awareness training at inductions.

Responsibility:
This EMP is the responsibility of **VIM**. The actions outlined in this plan are the responsibility of management, foremen and employees.

Performance Indicators:
No contaminated runoff.

Monitoring and reporting:
Any complaints as to the management of on-site waste nuisance will be directed to **VIM** as soon as practical. Complaints and any actions arising from a complaint will be recorded in a complaints register to be maintained by site management.

Corrective Actions:
Investigate any non-complying runoff.

Veneer International Myanmar Co., Ltd

Business & Financial Standing

OCBC Bank Portfolio - Cash - Account Details

Subscriber	SGGOLDENPEPL GOLDEN PEACOCK ENTERPRISES PTE LTD		
Country	SG		
Account No.	503237877301-USD	**Opening Balance**	214,875.32
Account Name	GOLDEN PEACOCK ENTERPRISES PTE. LTD .	**Ledger Balance**	237,439.34
		Available Balance	237,439.34
		Hold Amount	0.00

Float Details

1 Day Float	0.00
2 Day Float	0.00

Debit Card Details

Card Number	Card Holder's Name	Signature-based Limit	ATM NETS Withdrawal Limit

** End of Report **

Portfolio - Cash - Account Details

Subscriber	SGGOLDENPEPL GOLDEN PEACOCK ENTERPRISES PTE LTD		
Country	SG		
Account No.	503237877301-USD	Opening Balance	157,458.80
Account Name	GOLDEN PEACOCK ENTERPRISES PTE. LTD	Ledger Balance	157,458.80
		Available Balance	157,458.80
		Hold Amount	0.00

Float Details

1 Day Float	0.00
2 Day Float	0.00

Debit Card Details

Card Number	Card Holder's Name	Signature-based Limit	ATM NETS Withdrawal Limit

** End of Report **

Nitesh Gupta
'Refractory House'
L.B.S. Marg, Kurla (West),
Mumbai – 400 070
(Off.) : 66659999
(Res.): 66659960
E-mail : nitesh@skgrl.com

Date: 25 November 2014

Chairman
Myanmar Investment Commission
Yangon

Subject: Undertaking for subscription of shares by **Golden Peacock Enterprises Pte.Ltd.**

Your Excellency,

Golden Peacock Enterprises Pte, Ltd. (a company incorporated in Singapore) and **IntegratedTechnical Systems Co., Ltd.** (a 100% Myanmar Company) are submitting proposalto make investment in a veneer mill forming a joint venture company to be named **Veneer International Myanmar Co., Ltd.** with capital contribution of 65% , 35% respectively

Regarding financial standing of **Golden Peacock Enterprises Pte. Ltd.** (a company incorporated in Singapore), in addition to bank balance certificate in its name, I, as a shareholder of **Golden Peacock Enterprises Pte. Ltd.**hereby undertakes to subscribe share in **Golden Peacock Enterprises Pte.Ltd.**for its subsequent contribution in **Veneer International Myanmar Co., Ltd.**

Bank certificate in my name bearing balance of US$ 2 millionas my net-worth is attached in support of above undertaking as per the solvency certificate.

Faithfully yours,

Nitesh Kumar Gupta

Shareholder of Golden Peacock Enterprises Pte. Ltd.; and
Director representing Golden Peacock Enterprises Pte.Ltd. in Veneer International Myanmar Co., Ltd.

बैंक ऑफ़ बड़ौदा Bank of Baroda

Date: 17.11.2014

TO WHOEM SO EVER IT MAY CONCERN

BANK SOLVENCY CERTIFICATE

This is to certify that to the best of our knowledge and information Mr. Nitesh Kumar Gupta, S. K. Gupta Pvt. Ltd. & SKG Refractories having the Companies situated at Refractory House, L.B.S. Marg, Kurla (w),Mumbai 400 070,are the premier customers of our branch and all three together can be treated as good up to Indian Rs.12,00,00,000/-(Rupees Twelve crores) equivalent to approximately US $ 2,000,000.00 on the basis of their Net Worth as on 31.03.2014.

It is certified this information is furnished without any risk and responsibility on our part and in any respect what so ever more particularly either as guarantee or otherwise.

This solvency certificate is issued at the specific request of Mr. Nitesh Kumar Gupta, Director of S. K. Group of companies (S. K. Group of companies is comprises of S. K. Gupta Pvt. Ltd. & SKG Refractories), and is valid for 12 months from the date of issue i.e. 16th November 2015

For Bank of Baroda

BANK OF BARODA Premier Road

Chief Manager

कुर्ला शाखा, शेल्टर अपार्टमेंट, प्रिमीयर रोड, कुर्ला (प.), मुंबई- 400 070. भारत
Kurla Branch, Shelter Apartment, Premier Road, Kurla(W), Mumbai -400 070. India
फोन/Phone: 91-022 2503 5692, 2504 0473 फैक्स / Fax 91-2503 5692
ई-मेल / E-mail : kurla@bankofbaroda.com वे /Web : www.bankofbaroda.com

GIS Global Integrated Service Ltd.

ဒါရိုက်တာအဖွဲ့ အစည်းအဝေးမှတ်တမ်း

အစည်းအဝေးကျင်းပသည့်နေ့ ။ ။ ၁၈ - ၁၁ - ၂၀၁၄
အစည်းအဝေးကျင်းပသည့်နေရာ ။ ။ ကုမ္ပဏီရုံးခန်း
အစည်းအဝေးကျင်းပသည့်အချိန် ။ ။ နံနက် (၁၀) နာရီ

<u>တက်ရောက်သူများ</u>	<u>ရာထူး</u>	(လက်မှတ်)
၁။ ဦးအောင်သန်း	မန်နေဂျင်းဒါရိုက်တာ/အစုရှယ်ယာရှင်	
၂။ ဦးမင်းကွန်ထော	ဒါရိုက်တာ/အစုရှယ်ယာရှင်	
၃။ ဒေါ်ဆွေဇင်အေး	ဒါရိုက်တာ	

<u>ဆွေးနွေးချက်များ</u>

၁။ **Global Integrated Service Co.,Ltd**မှ ဒါရိုက်တာဖြစ်သူ **ဦးမင်းကွန်ထော** သည် Veneer International Myanmar Co., Ltd အမည်ဖြင့် သစ်ပါးလွှာ စက်ရုံတည်ထောင်ရာတွင် လိုအပ်မည့်အသုံးစရိတ်များအား မိမိတို့ကုမ္ပဏီ၏ဘဏ်လက်ကျန်စာရင်းမှ လှည့်လည်သုံးစွဲလိုပါကြောင်း ဆွေးနွေးပါသည်။

၂။ ကျန်အဖွဲ့ဝင် ဒါရိုက်တာများမှ ထိုသို့ လှည့်လည် သုံးစွဲခြင်းအား ကန့်ကွက်ရန်မရှိကြောင်း ဆွေးနွေး ပါသည်။

<u>အစည်းအဝေးဆုံးဖြတ်ချက်များ</u>

၁။ **Global Integrated Service Co.,Ltd**မှ ဒါရိုက်တာဖြစ်သူ **ဦးမင်းကွန်ထော** သည် Veneer International Myanmar Co., Ltd အမည်ဖြင့် သစ်ပါးလွှာ စက်ရုံတည်ထောင်ရာတွင် လိုအပ်မည့်အသုံးစရိတ်များအား မိမိတို့ကုမ္ပဏီ၏ ဘဏ်လက်ကျန်စာရင်းမှ လှည့်လည်သုံးစွဲလိုပါကြောင်း တင်ပြရာတွင် ကန့်ကွက်ရန်မရှိကြောင်း ဆုံးဖြတ်ပါသည်။

၂။ အစည်းအဝေးကို နေ့လည် (၁၂) နာရီ တွင် အောင်မြင်စွာရုပ်သိမ်းလိုက်ပါသည်။

မှတ်တမ်းတင်သူ	အတည်ပြုသူ
ဆွေဇင်အေး	MIN KUN HTAW
ဒါရိုက်တာ	*Director*
	GLOBAL INTEGRATED SERVICE LTD.

No. 41/22, Shwe Taung Gone Yeiktha, Shwe Taung Kyar Ward(2), Bahan Township, Yangon, Myanmar.
Tel/Fax: (951) 535425, 503105, 4411507,
Email : gis@myanmar.com.mm; gisgoc@gmail.com

KANBAWZA BANK
KYAUKTADAR(IBD) BRANCH
No(33-39), Corner of Bank St & Maharbandoola St,
Kyauktada Tsp. Yangon
Ph: (01)373952-53,
Fax: 373962-63

Date : 05 November, 2014

ACCOUNT NO. : 06010906000896201 (USD)
NAME : GLOBAL INTEGRATED SERVICE LTD
NRC : 578/2005-2006
ADDRESS : 41-22,SHWE TAUNG KONE YEIK THAR,2 WARD , BAHAN TSP, YANGON DIVISION

PHONE :

Statement Of Transaction For The Date Between 01/10/2014 and 04/11/2014

Date_Time	Description	Debit	Credit	Balance
01/10/2014	Opening Balance -			169.34
03/10/2014	By Transfer - A/C Transfer - -		100,000.00	100,169.34
03/10/2014	To Transfer - Cheque Transfer - 186723 -	40,000.00		60,169.34
03/10/2014	To Transfer - A/C Transfer - -	2.00		60,167.34
07/10/2014	CHEQUE WITHDRAWAL BY CASH - 186722 -	10,000.00		50,167.34
07/10/2014	To Transfer - Cheque Transfer - 186724 -	20,000.00		30,167.34
07/10/2014	To Transfer - A/C Transfer - -	2.00		30,165.34
10/10/2014	To Transfer - Cheque Transfer - 186725 -	20,000.00		10,165.34
10/10/2014	To Transfer - A/C Transfer - -	2.00		10,163.34
13/10/2014	CHEQUE WITHDRAWAL BY CASH - 186727 -	10,000.00		163.34
20/10/2014	By Transfer - A/C Transfer - -		200,000.00	200,163.34
20/10/2014	To Transfer - Cheque Transfer - 186739 -	20,727.00		179,436.34
20/10/2014	To Transfer - A/C Transfer - -	2.00		179,434.34
20/10/2014	CHEQUE WITHDRAWAL BY CASH - 186728 -	10,000.00		169,434.34
21/10/2014	CHEQUE WITHDRAWAL BY CASH - 00214383 -	10,000.00		159,434.34
21/10/2014	CHEQUE WITHDRAWAL BY CASH - 00214383 -	-10,000.00		169,434.34
21/10/2014	CHEQUE WITHDRAWAL BY CASH - 00214383 -	10,000.00		159,434.34
21/10/2014	To Transfer - Cheque Transfer - 00214381 -	66,000.00		93,434.34
21/10/2014	To Transfer - A/C Transfer -	2.00		93,432.34
27/10/2014	CHEQUE WITHDRAWAL BY CASH - 00214384 -	10,000.00		83,432.34
28/10/2014	By Transfer - A/C Transfer - -		216,428.00	299,860.34
28/10/2014	To Transfer - Cheque Transfer - 00214385 -	60,000.00		239,860.34
28/10/2014	To Transfer - A/C Transfer - -	2.00		239,858.34
29/10/2014	CHEQUE WITHDRAWAL BY CASH - 00214386 -	10,000.00		229,858.34
30/10/2014	CHEQUE WITHDRAWAL BY CASH - 00214387 -	10,000.00		219,858.34
30/10/2014	To Transfer - Cheque Transfer - 00214388 -	30,000.00		189,858.34
30/10/2014	To Transfer - A/C Transfer -	2.00		189,856.34
03/11/2014	CHEQUE WITHDRAWAL BY CASH - 00214391 -	10,000.00		179,856.34

Version: 1.1.1

ate_Time	Description	Debit	Credit	Balance
04/11/2014	CHEQUE WITHDRAWAL BY CASH - 00214390 -	10,000.00		169,856.34
04/11/2014	To Transfer - Cheque Transfer - 00214400 -	20,000.00		149,856.34
04/11/2014	To Transfer - A/C Transfer - -	2.00		149,854.34
04/11/2014	Closing Balance			149,854.34
No. of Debit	: 27 Debit Total	388,743.00		
No. of Credit	: 3 Credit Total		516,428.00	

Thank You For Banking With KYAUKTADAR(IBD) BRANCH

Please report any discrepancies found on your statement immediately.

N.B – Statement will not be sent unless there is a change of transaction.

Asst: / DY Manager

Asst; Manager
Kyauktada Branch
Kanbawza Bank Limited.

For Balance Enquiry Only

Business Profile (Company) of GOLDEN PEACOCK ENTERPRISES PTE. LTD. (201421502E)

Date: 11/11/2014

The Following Are The Brief Particulars of :

Registration No.	201421502E
Company Name	GOLDEN PEACOCK ENTERPRISES PTE. LTD
Former Name if any :	
Incorporation Date :	22/07/2014
mpany Type	LIMITED EXEMPT PRIVATE COMPANY
Status :	Live Company
Status Date	22/07/2014

Principal Activities

Activities (I) :	46900
Description :	GENERAL WHOLESALE TRADE (INCLUDING GENERAL IMPORTERS AND EXPORTERS)
Activities (II)	64202
Description :	OTHER INVESTMENT HOLDING COMPANIES

Capital

Issued Share Capital * (AMOUNT)	Number of shares	Currency	Share Type
* 00	1000	UNITED STATES OF AMERICA, DOLLARS	ORDINARY

** Number of Shares Includes number of Treasury Shares*

Paid-Up Capital (AMOUNT)	Number of shares	Currency	Share Type
1000.00		UNITED STATES OF AMERICA, DOLLARS	ORDINARY

COMPANY HAS THE FOLLOWING ORDINARY SHARES HELD AS TREASURY SHARES

Number Of Shares	Currency

Registered Office Address :	20 CECIL STREET #14-01 GSH PLAZA SINGAPORE (049705)
Date of Address :	22/07/2014

WHILST EVERY ENDEAVOR IS MADE TO ENSURE THAT INFORMATION PROVIDED IS UPDATED & CORRECT. THE AUTHORITY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE OR LOSS THAT MAY BE CAUSED AS A RESULT OF ANY ERROR OR OMISSION.

Business Profile (Company) of GOLDEN PEACOCK ENTERPRISES PTE. LTD. (201421502E)

Date: 11/11/2014

Date of Last AGM :

Date of Last AR

Date of A/C Laid at Last AGM :

Date of Lodgment of AR, A/C

Audit Firms

NAME

Charges

Charge No.	Date Registered	Currency	Amount Secured	Chargee(s)

Business Profile (Company) of GOLDEN PEACOCK ENTERPRISES PTE. LTD. (201421502E)

Date: 11/11/2014

Officers/Agents

Name Address	ID	Nationality Position Held	Source of Address	Date of Appointment
RAGINI DHANVANTRAY 2?? OCEAN DRIVE ?06 OCEANFRONT @ SENTOSA COVE, THE SINGAPORE (098529)	S2607093G	SINGAPORE P R. SECRETARY	ACRA	22/07/2014
LIM SOH SEA 101A LORONG 2 TOA PAYOH #08-07 SINGAPORE (310101)	S7077960I	SINGAPORE CITIZEN SECRETARY	ACRA	22/07/2014
HASLINA BINTE ABU BAKAR 27 GHIM MOH LINK #04-256 SINGAPORE (270027)	S8507184Z	SINGAPORE CITIZEN DIRECTOR	ACRA	22/07/2014
NITESH KUMAR GUPTA REFRACTORY HOUSE, LAL BAHADUR S??STRI MARG, (STATE BANK OF INDIA KURLA W. MUMBAI 400070, INDIA	Z2084287	INDIAN DIRECTOR	ACRA	22/07/2014
AMAR SHARMA FLAT NO 151, BUILDING NO 4-A, KALPATARU ESTATE J.V.LINK ROAD, ANDHERI (EAST), MUMBAI- 400093	Z2201370	INDIAN DIRECTOR	ACRA	30/10/2014
RAHUL GOPICHAND GUPTA FLT NO-1404/PANCHVATI-B,PANCHSHRISTI COMPLEX,CHANDIVALI ROAD NR S M SHETTY SCHOOL CHANDIVALI(SAKI NAKA)MUMBAI 400072INDIA	Z2333588	INDIAN DIRECTOR	ACRA	22/07/2014

Business Profile (Company) of GOLDEN PEACOCK ENTERPRISES PTE. LTD. (201421502E)

Date: 11/11/2014

Shareholder (s)

Name / Address		ID	Nationality/Place of Incorporation/Origin	Source of Address	Address Changed
1	NITESH KUMAR GUPTA	Z2084287	INDIAN	ACRA	
	REFRACTORY HOUSE, LAL BAHADUR SHASTRI MARG, OPP STATE BANK OF INDIA KURLA W, MUMBAI 400070, INDIA				
	Ordinary (Number) / **Currency**				
	500 UNITED STATES OF AMERICA, DOLLARS				
2	RAHUL GOPICHAND GUPTA	Z2333588	INDIAN	ACRA	22/07/2014
	FLT NO-1404/PANCHVATI-B,PANCHSHRISTI COMPLEX,CHANDIVALI ROAD NR S M SHETTY SCHOOL CHANDIVALI(SAKI NAKA)MUMBAI 400072INDIA				
	Ordinary (Number) / **Currency**				
	500 UNITED STATES OF AMERICA, DOLLARS				

Abbreviation

UL - Local Entity not registered with ACRA

UF - Foreign Entity not registered with ACRA

V/Share - Value Per Share

AR - Annual Return

AGM - Annual General Meeting

A/C - Accounts

OSCARS - One Stop Change of Address Reporting Service by Immigration & Checkpoint Authority

Business Profile (Company) of GOLDEN PEACOCK ENTERPRISES PTE. LTD. (201421502E)

Date: 11/11/2014

PLEASE NOTE THAT INFORMATION HEREIN CONTAINED IS EXTRACTED FROM FORMS/TRANSACTIONS FILED WITH THE AUTHORITY

FOR REGISTRAR OF COMPANIES AND BUSINESSES
SINGAPORE

RECEIPT NO. ACR0000005815363A

DATE 11/11/2014

This is computer generated. Hence no signature required.

ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA) bizFILE

Company No: 201421502E

CERTIFICATE CONFIRMING INCORPORATION OF COMPANY

This is to confirm that GOLDEN PEACOCK ENTERPRISES PTE. LTD. is incorporated under the Companies Act (Cap 50), on and from 22/07/2014 and that the company is a PRIVATE COMPANY LIMITED BY SHARES.

GIVEN UNDER MY HAND AND SEAL ON 11/11/2014.

LINDA LEE
ASSISTANT REGISTRAR
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE

ANNEX H & I

Veneer Mill

Proposal to MIC

Environmental Management Plan (EMP)
And
Staff Social Welfare

Table of Contents

1 Preliminaries

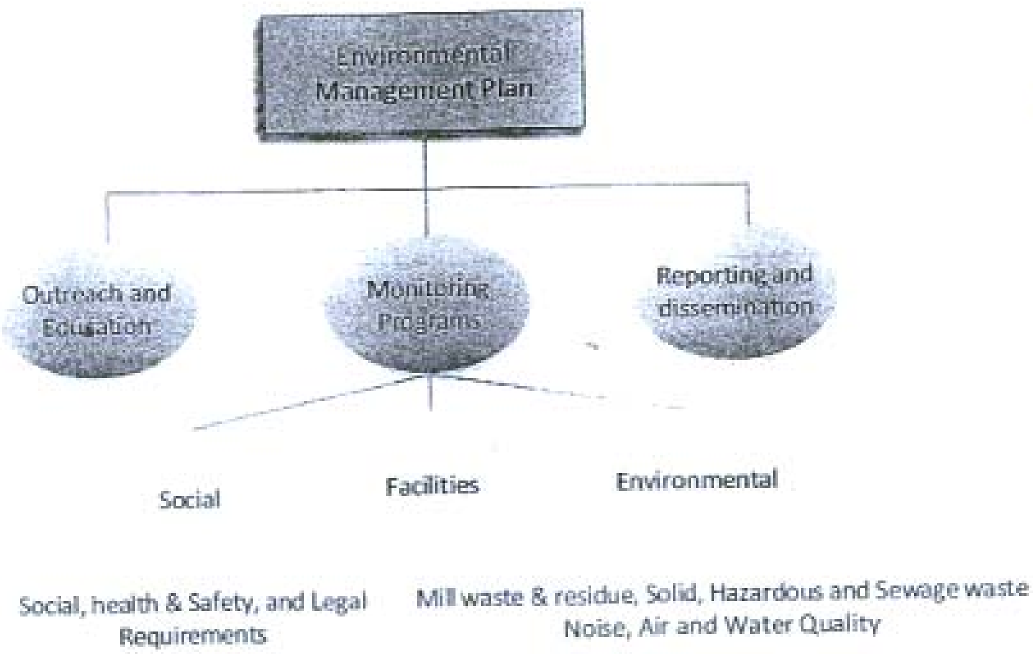
1.1 Purpose of this Document

As part of the duty of care requirements of Myanmar Environmental requirements, **VIM**, hereafter referred to as "the Veneer Operations" is developing an environmental management strategy and implement appropriate solutions for the environmental impacts, if any, that are and or will be generated during the execution and operational phases of the Veneer Operations.

This Environmental Management Plan (EMP) is therefore a key management tool that will contribute towards achieving sustainable environmental management throughout the operation of this service. The EMP focuses primarily on the operational aspects of the facility. The EMP's are additional to and will complement **VIMOperational** Manual.

1.2 Objectives of the EMP

The objective of this EMP is to address environmental and social issues that require management plans based upon the potential impacts of activities in the provision of the Veneer Operations. The impacts to the environment will largely be mitigated by attention to detail in the continuous monitoring and long-term planning. Environmental management within **VIM** will be guided by corporate environmental principles and**VIM**'s environmental objectives which aims to enable responsible operations, ensure environmental best practice, legal compliance and due diligence, while environmental ethics are incorporated and practiced in all endeavours. The structure is as follows:



2 Operational Overview

2.1 Overview

The goal is to establish a commercially viable and profitable Veneer Peeling and Drying Facility in Myanmar. The Veneer production Company willbe organized to for an initial production capacity of approximately 500 cubic metres month or about 6,000 cubic metres per annumMaintenance of government approvals, which insure operational compliance with the appropriate Myanmar governmental regulations will be adhered to.The facility will be operated from an an already existing facility in Myanmar. **VIM** will develop an environmental management strategy and implement appropriate solutions for the environmental impacts that are and or will be generated during its operations should it be required.

3 Mitigation and Management Responses

3.1 Principles

Any human induced perturbation in the natural environment causes impacts. **VIM**will be influenced by thoughtful consideration of their potential impacts. Careful design, planning, and the use of appropriate technology can greatly augment the potential benefits, and avoid or reduce potentially adverse consequences.

3.2 Guidelines

The operations will be carried out to comply and to meet a range of environmental standards. These standards are based on international requirements for best practice and national and municipal legal requirements. To ensure the purpose of this EMP will be achieved, the environmental management guidelines will be established as follows and as detailed in Appendix A:

Energy | **Water** | **Waste**

- Recommend actions to reduce energy use and water consumption, improve waste water quality, and reduce landfill waste volumes through recycling, composting, and hazards waste reductions.
- Determine methods to improve operational efficiencies and reduce polution.
- Recycle veneer-mill residues from underutilized wood into value-added solutions such as for bioenergy.

Design

- Create sustainable design for public use
- Design plans for future development and ecological restoration

Sourcing

- Develop "green" sourcing practices (e.g. Packaging, non-toxic ingredients)

Marketing & Education

- Determine customer impact of promoting environmental efforts
- Recommend marketing tactics and education activities

Decision Making

- Integrate sustainability in all departments
- Incentivize and evaluate employees on sustainability actions

Unlike most other industries, Veneer Mill industries are fortunate to be able to use their waste to help meet their energy needs. In its processing the greater part of the thermal energy requirements can be met from the available residuesin order to safeguard against certain and costly fossil fuel supply.

4 Training and Awareness

4.1 Principles

A site induction shall be given to all personnel working on site using**VIM**'s *operationalManual*.

5 Communications and Reporting

5.1 Principles

All environmental issues (such as monitoring, complaints, incidents etc) specific to the provision of the service will be communicated as outlined in the *operationalManual*.

6 Staff Social Welfare

6.1 Staff Welfare Plan

VIM plans to provide an attractive salary and benefits package to its employees, inclusive of the following:

- Attractive salary for all professional, administrative and other staff
- Leave and holiday allowance in accordance with all applicable laws in Myanmar
- Training as required
- Separate staff welfare programs in addition to benefits under standard employment contracts
- Provision of ferry, transportation allowance, meal and staff house to select staff

6.2 Personnel Plan

Along with Veneer equipment acquisition and operating costs, personnel costs represent one of the two largest cost factors faced by the veneer operation. Additionally, the operation's personnel will largely determine the success of the venture. Therefore, it is crucially important to develop and implement an effective personnel operations and compensation plan.

The Personnel Plan for the operation reflects the stress on the use of technology to reduce staffing and costs, and the concomitant stress on customer service. Consequently, staffing will be heavier (with individual function directors) in such areas as information technology and oversight of such functions as human resources. Functions such as sales and marketing, bookkeeping and finance, and personnel management will be reduced, with the assumption being that the effective use of advanced, cost-efficient informational technologies in these areas will make up for the reduced staffing, resulting in significant cost savings while providing superior results at less effort.

All non-management operations staff will consist of Myanmar nationals in order to enhance the customer experience, help control costs and contribute to the general public welfare. The operations staff will be trained in veneer production operations.

The technical staff will initially consist of Myanmar nationals under the supervision of an expatriate staff in orderto train the Myanmar staff in safe and reliable maintenance practices. Subsequently, all new technical positions will be filled by Myanmar nationals who will receive technical training commensurate with their technical responsibilities.

Staffing in the sales and marketing area is aimed at targeted industry contact with local and international travel agents, local and international tour operators, and key corporate accounts in the region. Marketing personnel responsibilities will be divided along functional lines with three targeted sales and marketing managers responsible for corporate sales, local tour agent sales, and international agent sales all reporting to one director of sales and marketing. Additional personnel will answer customer inquiries on the telephone at central headquarters and also will respond to e-mail/website-forwarded inquiries.

All key functional positions throughout **Veneer International Myanmar Co., Ltd.** including those in the sales and marketing area, are backed up by professional support personnel, most of whom will be cross-trained in different areas, so there will always be

- Attractive salary for all professional, administrative and other staff
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coverage of all key functional areas as well as back-up support when work demand requires it.

Cross-training and cross-functioning will be core elements of the new company's personnel management approach. Everyone will be inculcated with the spirit that she or he is personally responsible for the passenger and the client having a positive experience when in contact with the new airline. Everyone, from the CEO on down, will be familiar with (and participate in) virtually every aspect of the work and customer-service process.

Finally, the proposed hierarchy and salary structure is designed to be economical as well as sufficiently attractive and competitive to enable the **Veneer International Myanmar Co., Ltd.**to recruit good, qualified personnel. At the same time, in keeping with the overall ambience in **Veneer International Myanmar Co., Ltd.**, it also stresses relative equality and fairness in its structure. A good benefits package, consistent with, and perhaps better than, available elsewhere in the region, and the more abstract benefits of being part of a well-respected, well-functioning, professional, winning team, also will be elements attracting good employees to the new Veneer company and keeping them on the team.

7 Conclusion

In terms of the EMP, everyone is required to take reasonable measures to ensure that they do not pollute the environment. There is significant energy benefits of recovering energy from the Mill waste and residue. Biomass energy generation can have an important role to play in reducing environmental impact at the Veneer Mill site. As well there is a degree of self-sufficiency through established processes for the recovery or reuse of the mill's waste materials. As an example with the use of biomass boilers, mill's waste can generate heat for the drying process of the veneer. Other rreasonable measures include informing and educating employees about the environmental risks of their work and training them to operate in an environmentally responsible manner.

Appendix A – Environmental Standards

Mill Waste and Residues Management Plan

The main source of waste and residues to be managed is consisting of log end waste, bark& upper portion of log, core log waste, clippings, log waste from drying, guillotine, and from undersize & damaged veneer. Veneer production lend themselves quite readily to integration, with the advantages of shared waste handling processing facilities and services, and the maximum benefit derived from the use of the residues as a raw material and fuel.

Performance objectives:
To minimise the impact of waste from site operations.
Ensure the relevant provisions of the Myanmar Environment Laws are met.
To use of mill waste/residues as a potential fuel source to meet the Mill's own energy requirements, and as pellets[1] or briquettes, as fuel to other industrial users or electricity generating companies.

Management Strategies:
The performance objectives above will be achieved by the following management strategies. Use of a number of residue and waste materials that could be used for bioenergy(energy generation) where appropriate, as well as to incorporate a correctly designed waste disposal system so as to avoid accumulation of residues which would otherwise be detrimental to both equipment and the overall plant operation. Energy recovery and recycling are the main alternatives to sending waste wood to landfill.

Tasks: The following actions will be undertaken to implement the above management strategies. EMP awareness training to be included as part of inductions. Proper training and provision of appropriate tools and logging equipment can do much toosubstantially reduce excessive wastes.

Responsibilities:
The actions outlined in this plan are the responsibility of management, foremen and employees.

Performance Indicators:
Nil complaints relating to waste management.

Monitoring and reporting:
Any complaints as to the management of on-site waste and residues will be directed to **VIM** as soon as practical. Complaints and any actions arising from a complaint will be recorded in a complaints register to be maintained by site management.

Corrective actions:

[1]Pellet fuel is a renewable, clean-burning and cost stable home heating alternative currently used throughout the world. Pellet fuels are made from compressed biomass. Wood pellets are the most common type. A form of wood fuel, wood pellets are generally made from compacted sawdust or other wastes from sawmilling and other wood products manufacture.

Undertake waste monitoring and establish where and how increased usage in bioenergy has occurred.

Air Quality Management Plan

The main source of pollution to be managed is smoke produced from operating (production machines).

Performance objectives:

To minimise the impact to air quality from site operations.

Ensure the relevant provisions of the Myanmar Environment Laws are met.

Management Strategies:

The performance objectives above will be achieved by the following management strategies. Use of improved technology where economically feasible. Evaluate the effect of air emissions where appropriate. Employment of dust extraction equipment on equipment as required.

Tasks: The following actions will be undertaken to implement the above management strategies. EMP awareness training to be included as part of inductions. Dust extraction and collection units to be maintained and repaired as required.

Responsibilities:

The actions outlined in this plan are the responsibility of management, foremen and employees.

Performance Indicators:

Nil complaints relating to air quality management.

Monitoring and reporting:

Any complaints as to the management of on-site air quality will be directed to **VIM** as soon as practical. Complaints and any actions arising from a complaint will be recorded in a complaints register to be maintained by site management.

Corrective actions:

Maintain dust collection system following reduced performance.

Energy Management Plan

The energy management EMP is aimed at minimising electricity use. The main sources of use are Site equipment and Drying.

Performance objectives:

To minimise electricity usage on site.

Management Strategies:

The performance objective above will be achieved by the following management strategies Monitor energy usage to determine high-use areas. Establishing areas of wastage. Install energy management systems where economically viable. Take energy rating into account when purchasing new equipment.

Tasks:
The following actions will be undertaken to implement the above management strategies. Undertake EMP awareness training as part of inductions. Maintain energy control systems.

Responsibilities:
The actions outlined in this plan are the responsibility of management, foremen and employees.
Monitoring and reporting:
Any complaints as to the management of on-site energy usage will be directed to **VIM** as soon as practical. Complaints and any actions arising from a complaint will be recorded in a complaints register to be maintained by site management.

Corrective actions:
Undertake energy monitoring and establish where and how increased usage in electrical energy has occurred.

Noise and Vibration Management Plan:
The potential sources of noise are from (operating machinery).

Performance objectives:
To meet requirements of the Myanmar Environment Laws.
To avoid nuisance noise tonearby residents.
To avoid vibration nuisance to nearby residents.

Management Strategies:
The performance objective above will be achieved by the following management strategies Activities that produce excessive noise will be restricted where practical to hours permitted by the local laws.

Tasks:
Maintain on-site equipment including noise reduction equipment. Enclose excessively noisy equipment likely to generate community complaints where economically feasible.

Responsibilities:
This EMP is the responsibility of **VIM**. The actions outlined in this plan are the responsibility of management, foremen and employees.

Performance Indicators:
Nil complaints relating to noise or vibration nuisance. Conformance with the provisions of the Myanmar Environment Laws to be met.

Monitoring and reporting:
Any complaints as to the management of on-site air quality will be directed to **VIM** as soon as practical. Complaints and any actions arising from a complaint will be recorded in a complaints register to be maintained by site management.

Corrective Actions:
Consider shutdown of noisy activities Investigate complaint immediately

Waste Management Plan:
The main wastes likely to be produced on-site are dust, slurry, rubble and core sheaths.

Performance objectives:
To meet the objectives of the Myanmar Environment Laws.
To minimise waste generation by developing strategies for the management and disposal of all waste produced in accordance with the principals of avoidance, reuse, recycling and disposal of waste.
To manage waste in a manner that is sustainable and sensitive to the environment.

Management Strategies:
The performance objective above will be achieved by the following management strategies Components of waste streams will be separated at source where possible to minimise contamination and maximise potential for reuse and recycling of materials. Waste will not be stored on areas where it could contribute to the generation of contaminated runoff. Waste storage on-site will generally be organized by the shop foreman. Waste management will form part of the on-site induction process.

Tasks:
The following actions will be undertaken to implement the above management strategies. Organize regular waste collection to minimise excessive waste storage. Audit the locations of waste storage to ensure that the above strategies are being met.

Performance Indicators:
Nil complaints about waste storage or removal.

Monitoring and reporting:
Any complaints as to the management of on-site waste nuisance will be to **VIM**as soon as practical. Complaints and any actions arising from a complaint will be recorded in a complaints register to be maintained by site management.

Corrective Actions:
VIMwill recommend corrective actions

Water Management Plan:
The water management plan is designed to manage: Sediment and Process water usage and disposal.

Performance objectives:
To comply with Myanmar Environment Laws.

Management Strategies:
The performance objective above will be achieved by the following management strategies Divert clean storm water runoff from site to prevent it entering operations area. Collect runoff

from process area. Ensure waste is located in areas which will not contaminate surface water runoff. Ensure discharge of process water meets trade waste requirements.

Tasks:
The following actions will be undertaken to implement the above management strategies. Monitor discharge water to ensure that trade waste conditions are being met. Undertake EMP awareness training at inductions.

Responsibility:
This EMP is the responsibility of **VIM**. The actions outlined in this plan are the responsibility of management, foremen and employees.

Performance Indicators:
No contaminated runoff.

Monitoring and reporting:
Any complaints as to the management of on-site waste nuisance will be directed to **VIM** as soon as practical. Complaints and any actions arising from a complaint will be recorded in a complaints register to be maintained by site management.

Corrective Actions:
Investigate any non-complying runoff.

Golden Peacock
Company Registration No: 201421502E

Golden Peacock Enterprises Pte. Ltd.
Cecil Street, #14-01, GSH Plaza,
Singapore 049705

RESOLUTION OF THE BOARD OF DIRECTORS

Meeting of the Board of Golden Peacock Enterprises Ptd, Ltd was held on at 20 Cecil Street, #14-01, GSH Plaza, Singapore (049705), its registered office and the following resolutions were passed.

- It is resolved to make investment in the Republic of the Union of Myanmar for the business of veneer peeling, by investing in a joint venture company in the name of Veneer International Myanmar Co. Ltd., to set-up a veneer mill near Yangon city in Myanmar.
- It is resolved that amount to be invested in Myanmar will be US$ 1.8 Millions or as the Board will amend later on.
- It is resolved that following persons will be authorized to represent the Company for promoting stage, act as directors in the Company to be formed in Myanmar, and act as signatory for operating the bank account of the Company.

(1) Mr Rahul Gopichand Gupta

(2) Mr Nitesh Kumar Gupta

Chairman of the Meeting

For Golden Peacock Enterprises Pte. Ltd.

R.K.Gupta

Authorised Signatory

Golden Peacock Enterprises Pte. Ltd. * Singapore

Managing Director

Date : 19.Nov.2014

Golden Peacock
Company Registration No: 201421502E

Golden Peacock Enterprises Pte. Ltd.
Cecil Street, #14-01, GSH Plaza,
Singapore 049705

Golden Peacock Enterprises Ptd, Ltd

List of Director

No.	Name	Position
(1)	Mr. Rahul Gopichand Gupta	Managing Director
(2)	Mr. Nitesh Kumar Gupta	Director
(3)	Mr. Amar Sharma	Director

THE COMPANIES ACT, CAP 50

REPUBLIC OF SINGAPORE

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

GOLDEN PEACOCK ENTERPRISES PTE. LTD.

INCORPORATED ON 22 JULY 2014

Attachment : None

From: ACRA_BIZFILE@acra.gov.sg
Sent: Tuesday, July 22, 2014 05:35 PM
To: corpsec@rikvin.com;
Subject: Email Notification. [#CSS-188201]

This is a system-generated email.Please do not reply to this email.
If you have any enquiry, please visit our interactive web service at www.acra.gov.sg/askacra for more information.

Dear Sir/Madam

Company No.:201421502E
NOTICE OF INCORPORATION

This is to confirm that GOLDEN PEACOCK ENTERPRISES PTE. LTD. is incorporated under the Companies Act(Cap.50), on and from 22/07/2014 and that the Company is a PRIVATE COMPANY LIMITED BY SHARES.

Events@ACRA.

Calendar of events to meet your business essentials.

To find out more, please click here - http://www.acra.gov.sg/News_and_Events/Events.htm

Thank You

Accounting and Corporate Regulatory Authority (ACRA)
10 Anson Road
#05-01/15 International Plaza
Singapore 079903

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THE COMPANIES ACT, CAP 50

REPUBLIC OF SINGAPORE

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

GOLDEN PEACOCK ENTERPRISES PTE. LTD.

(Incorporated in the Republic of Singapore)

---

1. The name of the Company is **GOLDEN PEACOCK ENTERPRISES PTE. LTD.**

2. The Registered Office of the Company will be situated in the Republic of Singapore.

3. The objects for which the Company is established are to carry on, undertake, take part or engage in any business or activity, matter or thing of any kind whatsoever, and do any act or enter into any transaction without any restriction or limitation whatsoever as to the nature or description thereof.

4. The liability of the members is limited.

5. The share capital of the Company in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividends, capital, voting or otherwise.

I/We, the several persons(s) whose name(s), address(es) and occupation(s) is/are hereunto subscribed is/are desirous of being formed into a Company in pursuance of this Memorandum of Association and I/we respectively agree to take the number of shares in the capital of the Company set opposite my/our respective name(s).

Name(s), Address(es) and Description of Subscriber(s)	Number of Shares taken by each Subscriber
NITESH KUMAR GUPTA	X
REFRACTORY HOUSE, LAL BAHADUR SHASTRI MARG, OPP STATE BANK OF INDIA KURLA W, MUMBAI 400070, INDIA	500
DIRECTOR	(five hundred). **FIVE HUNDRED**

Dated this:- 12th July '14

Witness to the above Signature(s):-

GOVERNMENT OF INDIA NOTARY

NOTARY PUBLIC X

14 JUL 2014

Total number of shares carried forward	500

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

14 JUL 2014

ATTESTED BY ME

14/7/14

NARAYAN M. SHETTY
NOTARY (Govt. of India)

NARAYAN M. SHETTY
ADVOCATE & NOTARY
418/214, 2nd Floor, A-Wing
Tagore Nagar, Vikhroli (E)
MUMBAI-400 083.
Ph. 2574 3806

I/We, the several persons(s) whose name(s), address(es) and occupation(s) is/are hereunto subscribed is/are desirous of being formed into a Company in pursuance of this Memorandum of Association and I/we respectively agree to take the number of shares in the capital of the Company set opposite my/our respective name(s).

Name(s), Address(es) and Description of Subscriber(s)	Number of Shares taken by each Subscriber
RAHUL GOPICHAND GUPTA FLT NO - 1404/ PANCHVATI-B, PANCHSHRISTI COMPLEX, CHANDIVALI ROAD, NR S M SHETTY SCHOOL, CHANDIVALI (SAKI NAKA) MUMBAI 400072, INDIA	X 500
DIRECTOR R.G. Gupta	(FIVE HUNDRED) FIVE HUNDRED

Dated this:- 12 JULY 2014

Witness to the above Signature(s):-

NOTARY PUBLIC X

14 JUL 2014

Total number of shares taken	1000

GOVERNMENT OF INDIA NOTARY N. M. SHETTY

ATTESTED BY ME
14/7/14
NARAYAN M. SHETTY
NOTARY (Govt. of India)

NARAYAN M. SHETTY
ADVOCATE & NOTARY
418/21... A-Wing
Tago... ...oli (E).
... ...83.
...606

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

THE COMPANIES ACT, CAP 50

REPUBLIC OF SINGAPORE

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

GOLDEN PEACOCK ENTERPRISES PTE. LTD.

(Incorporated in the Republic of Singapore)

TABLE "A" EXCLUDED

TABLE "A" EXCLUDED

1. The regulations in Table "A" in the Fourth Schedule to the *Companies Act*, Cap 50, shall not apply to the Company, except in so far as the same are repeated or contained in these articles.

INTERPRETATION

INTERPRETATION

2. In these articles, unless the subject or context otherwise requires, the words standing in the first column of the table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof:

The Company: **GOLDEN PEACOCK ENTERPRISES PTE. LTD.**

The Act: The *Companies Act*, Cap 50

These Articles: These articles of association as originally framed or as altered from time to time by special resolutions.

The directors: The directors for the time being of the Company.

The office: The registered office for the time being of the Company.

The Seal: The Common Seal of the Company.

The Secretary: Any person appointed to perform the duties of a secretary of the Company.

Words importing the singular number shall also include the plural number, and vice versa.

Words importing the masculine gender shall also include the feminine gender; and

Words importing persons shall also include corporations.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Words or expressions contained in these Regulations shall be interpreted in accordance with the provisions of the Interpretation Act. Cap 1, and of the Act as in force at the date at which these Regulations become binding on the Company.

PRIVATE COMPANY

PRIVATE COMPANY

3. The Company is a private Company and accordingly:

(a) The right to transfer shares in the Company shall be restricted in the manner hereinafter appearing.

(b) The number of members of the Company (counting joint holders of shares as one person and not counting any person in the employment of the Company or of its subsidiaries or any person who while previously in the employment of the Company or of its subsidiaries was and thereafter has continued to be a member of the Company) shall be limited to fifty.

SHARE CAPITAL AND VARIATION OF RIGHTS

ISSUE OF SHARES

4. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject to the Act, shares in the Company may be issued by the directors and any such share may be issued with such preferred, deferred, or other special rights or such restrictions, whether in regard to dividend, voting, return of capital, or otherwise, as the directors subject to any ordinary resolution of the Company, determine.

PREFERENCE SHARES

5. Subject to the Act, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed.

VARIATIONS OF RIGHTS ATTACHED TO SHARES

6. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll. To every such special resolution the provisions of Section 184 of the Act shall with such adaptations as are necessary apply.

DEEMED VARIATION OF RIGHTS

7. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking equally therewith.

PAYMENT OF COMMISSION FOR SHARES

8. The Company may exercise the powers of paying commissions conferred by the Act, provided that the rate per cent or the amount of commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the commission shall not exceed the rate of 10 per cent of the price at which the shares in respect whereof the same is paid are issued or an amount equal to 10 per cent of that price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

SHARES HELD IN TRUST AND JOINT HOLDERS

9. Except as required by law, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in anyway to recognize (even when having notice thereof) any equitable, contingent, future, or partial interest in any share or unit of a share or (except only as by these articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder. If two or more persons are registered as joint holders of any share any one of such persons may give effectual receipts for any dividend payable in respect of such share and the joint holders of a share shall, subject to the provisions of the Act, be severally as well as jointly liable for the payment of all installments and calls and interest due in respect of such shares.

ISSUE OF SHARE CERTIFICATE

10. Every person whose name is entered as a member in the register of members shall be entitled without payment to receive a certificate under the seal of the Company in accordance with the Act but in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

Subject to the provisions of the Act and the requirements of the directors there under, if any certificate be lost or destroyed or stolen, then upon proof thereof to the satisfaction of the directors and on such indemnity as the directors deem adequate being given, and on the payment of an administrative fee as the directors may determine, a new certificate shall be given to the person entitled to such lost or destroyed or stolen certificate.

LIEN

LIEN ON PARTLY PAID SHARES

11. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all money (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (other than fully paid shares) registered in the name of a single person for all money presently payable by him or his estate to the Company; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this article. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

SALE OF SHARES ON WHICH LIEN EXISTS

12. The Company may sell in such manner as the directors think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.

PURCHASE OF SHARES ON WHICH LIEN EXISTS

13. To give effect to any such sale the directors may authorise some person to transfer the shares sold to the purchaser thereof The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

PROCEEDS OF SALE OF SHARES ON WHICH LIEN EXISTS

14. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

NO ENTITLEMENT OF RIGHT UNLESS SHARES ARE PAID AS DUE

15. No member shall be entitled to receive any dividend or to exercise any privileges as a member until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

CALL ON SHARES

CALL ON SHARES

16. The directors may from time to time make calls upon the members in respect of any money unpaid on their shares and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall be payable at less than one month from the date fixed for the payment of the last preceding call, and each member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the directors may determine.

WHEN IS A CALL MADE

17. A call shall be deemed to have been made at the time when the resolution of the directors authorizing the call was passed and may be required to be paid by installments.

JOINT LIABILITY FOR PAYMENT OF CALLS

18. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

INTEREST ON UNPAID CALLS

19. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding 8 per cent per annum as the directors may determine, but the directors shall be at liberty to waive payment of that interest wholly or in part.

DEEMED CALL

20. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, shall for the purposes of these articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these articles as to payment of interest and expenses, forfeiture, or otherwise shall apply as if the sum had become payable by virtue of a call duly made and notified.

DIFFERENTIATION BASED ON CALLS

21. The directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.*

ADVANCE PAYMENT OF CALL

22. The directors may, if they think fit, receive from any member willing to advance the same all or any part of the money uncalled and unpaid upon any shares held by him, and upon all or any part of the money so advance may (until the same would, but for the advance, become payable) pay interest at such rate not exceeding (unless the Company in general meeting shall otherwise direct) 8 per cent per annum as may be agreed upon between the directors and the member paying the sum in advance.

TRANSFER OF SHARES

TRANSFER OF SHARES

23. Subject to these articles any member may transfer all or any of his shares by instrument in writing in any usual or common form or in any other form which the directors may approve. The instrument shall be executed by or on behalf of the transferor and the transferor shall remain the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the register of members in respect thereof.

INSTRUMENT OF TRANSFER

24. The instrument of transfer must be left for registration at the registered office of the Company together with such fee not exceeding S$1.00 as the directors from time to time may require, accompanied by the certificate of the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer, and thereupon the Company shall subject to the powers vested in the directors by these articles register the transferee as a shareholder and retain the instrument of transfer.

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REFUSAL TO REGISTER TRANSFER

25. The Directors may, in their absolute discretion decline to register any transfer of shares but shall in such event, within one (1) month after the date on which the transfer was lodged with the Company send to the transferor and the transferee notice of the refusal and stating the facts which are considered to justify the refusal to register the transfer. The Directors shall decline to register a transfer of a share if upon registration of the transfer the number of Members of the Company would exceed the maximum prescribed herein.

SUSPENSION OF SHARE TRANSFERS

26. The registration of transfers may be suspended at such times and for such periods as the directors may from time to time determine not exceeding in the whole thirty days in any year.

SHARES TO BE OFFERED TO MEMBERS

27. Shares may be freely transferred by a member or other person entitled to transfer to any existing member selected by the transferor; but save as aforesaid and save as provided by Article 33 hereof, no share shall be transferred to a person who is not a member so long as any member or any person selected by the directors as one whom it is desirable in the interest of the Company to admit to membership is willing to purchase the same at the fair value.

NOTICE OF DESIRE TO SELL

28. Except where the transfer is made pursuant to Article 32 hereof the person proposing to transfer any shares (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. Such notices shall specify the sum he fixed as the fair value, and shall constitute the Company his agents for the sale of the share to any member of the Company or persons selected as aforesaid, at the price so fixed, or at the option of the purchaser, at the fair value to be fixed by the auditor in accordance with these articles. A transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the directors.

COMPANY TO FIND PURCHASER

29. If the Company shall within three months after service of a sale notice find a member willing to purchase any share comprised therein (hereinafter described as a "purchasing member") and shall give notice thereof to the retiring member, the retiring member shall be bound upon payment of the fair value to transfer the share to such purchasing member, who shall be bound to complete the purchase within seven days from the service of such last mentioned notice. The Directors shall, with a view to findings a purchasing member, offer any shares comprised in a sale notice to the persons then holding the remaining shares in the Company as nearly as may be in proportion to their holdings of shares in the Company, and shall limit a time within which such offer if not accepted will be deemed to be declined and the Directors shall make such arrangements as regards the finding of a purchasing member for any shares not accepted by a member to whom they shall have been so offered as aforesaid within the time so limited as they shall think just and reasonable.

SALE PRICE TO BE FIXED BY COMPANY'S AUDITOR

30. In case any difference arise between the proposing transferor and the purchasing member as to the fair value of a share, the auditor shall, on the application of either party certify in writing the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the auditor, shall be considered to be acting as an expert and not as an arbitrator; accordingly Arbitration Act, Cap. 16 shall not apply.

COMPANY MAY COMPLETE SALE IF RETIRING MEMBERS MAKES DEFAULT

31. In the event of the retiring member failing to carry out the sale of any shares which he shall have become bound to transfer as aforesaid, the Directors may authorize some person to execute a transfer of the shares to the purchasing member and may give a good receipt for the purchase price of such shares, and may register the purchasing member as holder thereof and issue to him a certificate for the same and thereupon the purchasing member shall become indefeasibly entitled thereto. The retiring member shall in such case be bound to deliver up his certificate for the said shares, and on such delivery shall be entitled to receive the said purchase price, without interest and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

IF COMPANY DOES NOT FIND PURCHASER MEMBER MAY SELL AS HE PLEASES WITHIN SIX MONTHS

32. If the directors shall not, within the space of three months after service of a sale notice, find a purchasing member of all or any of the shares comprised therein and give notice in manner aforesaid, or if through no default of the retiring member, the purchase of any shares in respect of which such last-mentioned notice shall be given shall not be completed within twenty-one days from the service of such notice the retiring member shall, at any time within six months thereafter, be at liberty to sell and transfer the share comprised in his sale notice (or such of them as shall not have been sold to a purchasing member) to any person and at any price.

TRANSMISSION OF SHARES

TRANSMISSION OF SHARES

33. In case of the death of a member the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

REGISTRATION OF TRANSMISSION OF SHARES

34. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the directors shall in either case have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death or bankruptcy.

PROCEDURE FOR REGISTERING TRANSMISSION OF SHARES

35. If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he elects to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions, and provisions of these articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.

RIGHTS OF LEGAL REPRESENTATIVE TO BE SECURED AS REGISTERED HOLDER

36. Where the registered holder of any share dies or becomes bankrupt, his personal representative or the assignee of his estate, as the case may be, shall, upon the production of such evidence as may from time to time be properly required by the directors in that behalf, be entitled to the same dividends and other advantages, and to the same rights (whether in relation to meetings of the Company, or to voting, or otherwise), as the registered holder would have been entitled to if he had not died or become bankrupt; and where two or more persons are jointly entitled to any share in consequence of the death of the registered holder they shall, for the purposes of these articles, be deemed to be joint holders of the share.

FORFEITURE OF SHARES

PAYMENT OF CALL

37. If a member fails to pay any call or installment of a call on the day appointed for payment thereof, the directors may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.

NOTICE REQUIRING PAYMENT OF CALL

38. The notice shall name a further day (not earlier than the expiration of 14 days from the date of service of the notice) on or before which the payment required by the notice is to be made) and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.

FORFEITURE OF SHARES

39. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

SALE OF FORFEITED SHARES

40. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the directors think fit.

LIABILITY IN RESPECT OF FORFEITED SHARES

41. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall, notwithstanding, remain liable to pay to the Company all money which, at the date of forfeiture, was payable by him to the Company in respect of the shares (together with interest at the rate of 8 per cent per annum from the date of forfeiture on the money for the time being unpaid if the directors think fit to enforce payment of such interest), but his liability shall cease if and when the Company receives payment in full of all such money in respect of the shares.

STATUTORY DECLARATION ON FORFEITED SHARES

42. A Statutory Declaration in writing that the declarant is a director or secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

RE-ISSUE OF FORFEITED SHARES

43. The Company may receive the consideration, if any, given for a forfeited share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, or disposal of the share.

APPLICABILITY OF PROVISIONS ON FORFEITURE

44. The provisions of these articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, as if the same had been payable by virtue of a call duly made and notified.

CONVERSION OF SHARES INTO STOCK AND VICE VERSA

45. The Company may by ordinary resolution passed at a general meeting convert any paid-up shares into stock and reconvert any stock into paid-up shares of any denomination

CONVERSION OF SHARES INTO STOCK

TRANSFER OF STOCKS

46. The holders of stock may transfer the same or any part thereof in the same manner and subject to the same regulations as and subject to which the share from which the stock arose might previously to conversion have been transferred or as near thereto as circumstances admit; but the directors may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum.

RIGHTS AND PRIVILEGES OF STOCK HOLDERS

47. The holders of stock shall according to the amount of the stock held by them have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by any such aliquot part of stock which would not if existing in shares have conferred that privilege or advantage.

APPLICABILITY OF PROVISIONS OF PAID-UP SHARES

48. All such provisions of these articles as are applicable to paid-up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder".

ALTERATION OF CAPITAL

ALTERATION OF CAPITAL

49. The Company may from time to time by ordinary resolution:

a) increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe;

b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

c) subdivide its shares or any of them into shares of smaller amount than is fixed by the memorandum; so however that in the subdivision the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;

d) cancel shares which at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person or which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled.

DIRECTORS TO CONTROL NEW SHARES

50. Subject to the provisions of the Act and Article 51, the shares shall be under the control of the Directors who may issue, allot, place under option or otherwise dispose of the same to such persons on such terms and conditions and at such times as the Directors think fit and with full power to give to any person the right to call for the allotment of any shares at a consideration as the Directors may see fit.

PRE-EMPTIVE RIGHTS

51. Subject to any direction to the contrary that may be given by the company in general meeting, all new shares shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the company of general meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the directors may dispose of those shares in such manner as they think most beneficial to the company. The directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the directors, be conveniently offered under this regulation.

NEW SHARES

52. Except so far as otherwise provided by or pursuant to these Articles or by the conditions of issue, any new share capital shall be considered as part of the original share capital of the Company, and shall be subject to the same provisions with reference to the payment of calls, liens, transfer, transmission, forfeiture, and otherwise as the original share capital.

REDUCTION OF SHARE CAPITAL

53. The Company may by special resolution reduce its share capital in any manner and with, and subject to, any incident authorized, and consent required by law.

SHARE BUYBACK

54. Subject to and in accordance with the provisions of the Act, the Company may purchase or otherwise acquire ordinary shares issued by it on such terms as the Company may think fit and in the manner prescribed by the Act. All shares repurchased by the Company shall be cancelled.

GENERAL MEETINGS

CONVENING OF GENERAL MEETINGS

55. Subject to the provisions of the Act the Company may dispense with the holding of annual general meetings, but otherwise the Company shall in each year hold an Annual General Meeting in addition to any other meetings in that year and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Where Annual General Meetings have not been dispensed with, and provided that so long as the Company holds its First Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. All general meetings other than the annual general meetings shall be called extraordinary general meetings. Any director may, whenever he thinks fit, convene an extraordinary general meeting, and extraordinary general meetings shall be convened on such requisition or in default may be convened by such requisitionists as provided by the Act.

WHEN PHYSICAL MEETING IS NOT PRACTICAL

56. In the event that a physical general meeting is not practical or not able to be held it shall be conducted by means of telephone and or video conferencing call or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in this manner shall be deemed to constitute in person at such meeting. Such a meeting shall be deemed to take place where the largest group of members present for the purposes of the meeting is assembled or, if there is no such group, where the Chairman of the meeting is present.

NOTICE CALLING GENERAL MEETINGS

57. Subject to the provisions of the Act relating to agreements for shorter notice, fourteen days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of meeting and in case of special business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Company.

SPECIAL BUSINESS

58. All business shall be special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, consideration of the accounts, balance-sheets, and the report of the directors and auditors, the election of directors in the place of those retiring, and the appointment and fixing of the remuneration of the auditors.

PROCEEDINGS AT GENERAL MEETINGS

QUORUM AT GENERAL MEETINGS

59. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided and subject to the provisions in the Act on wholly owned subsidiaries, two members present in person shall form a quorum. However if the Company has only a sole member, then a consent of written resolution signed by the member will suffice. For the purposes of these articles "member" includes a person attending as a proxy or as representing a corporation, which is a member.

INSUFFICIENT QUORUM AND ADJOURNMENT OF GENERAL MEETINGS

60. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the directors may determine. And if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the member or members present in person or by proxy, attorney or representative shall be a quorum.

CHAIRMAN OF GENERAL MEETINGS

61. The chairman, if any, of the board of directors shall preside as chairman at every general meeting of the Company, or if there is no such chairman, or if he is not present within fifteen minutes after the time appointed for the meeting or is unwilling to act, the members present shall elect one of their number to be chairman of the meeting.

ADJOURNED GENERAL MEETINGS

62. The chairman may, with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

RESOLUTIONS IN WRITING

63. Subject to the provisions of the Act, a resolution in writing signed by Members of the Company entitled to vote or being a corporation by its duly authorised representative shall have the same effect and validity as a Special Resolution (if approved by members representing at least 75% of the total voting rights) and as an Ordinary Resolution (if approved by members representing a simple majority of the total voting rights) of the Company passed at a General Meeting duly convened, held and constituted, and may consist of several documents in the like form, each signed by one or more of such Members. The expressions "in writing" and "signed" include approval by telefax, telex, cable or telegram by any such Member PROVIDED THAT resolutions in respect of matters requiring Special Notice under the Act may not be passed pursuant to this Article 63.

VOTING ON RESOLUTIONS

64. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

a) by the chairman;

b) by at least two members present in person or by proxy;

c) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting, or

d) by any member or members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

Unless a poll is so demanded (and the demand be not withdrawn) a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

DEMAND FOR A POLL

65. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairman directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded, but a poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith.

CASTING VOTE FOR CHAIRMAN

66. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

POLL NOT DISTURB CONTINUITY

67. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business, other than the question for which a poll has been demanded.

ENTITLEMENT TO VOTE

68. Subject to any rights or restrictions for the time being attached to any class or classes of shares, at meetings of members or classes of members, each member entitled to vote may vote in person or by proxy or by attorney and on a show of hands every person present who is member or a representative of a member shall have one vote, and on a poll every member present in person or by proxy or by attorney or other duly appointed authorized representative shall have one vote for each share he holds.

VOTE BY JOINT HOLDERS

69. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

VOTE BY MEMBER OF UNSOUND MIND

70. A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental disorder may vote, whether on a show of hands or on a poll, by his committee or by such other person as properly has the management of his estate, and any such committee or other person may vote by proxy or attorney.

NO VOTE UNLESS CALLS ARE PAID

71. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

DISQUALIFICATION OF VOTER

72. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

PROXY TO BE IN WRITING

73. The instrument appointing a proxy shall be in writing, in the common or usual form, under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy may but need not be a member of the Company. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

FORM OF PROXY

74. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

GOLDEN PEACOCK ENTERPRISES PTE. LTD.

I/We, __________ of __________ being a member/members of the above-named Company, hereby appoint__________ of __________ or failing him, ______________ of __________ as my/our proxy to vote for me/us on my/our behalf at the (annual or extraordinary, as the case may be) general meeting of the Company, to be held on the __________ day of __________, and at any adjournment thereof.

Signed this _____ day of _____.

This form is to be used *in favour of/against the resolution.

DEPOSIT OF PROXY FORM

75. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company, or at such other place within Singapore as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

IRREGULARITY PROXY NOTE

76. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, or the transfer of the share in respect of which the instrument is given, if no intimation in writing of such death, unsoundness of mind, revocation, or transfer as aforesaid has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

DIRECTORS: APPOINTMENT, ROTATION, VACATION ETC.

NUMBER OF DIRECTORS

77. Subject to the other provisions of Section 145 of the Act the number of the Directors all of whom shall be natural persons shall not be less than one.

ALTERNATE DIRECTOR

78. Any director may from time to time appoint any person (not disapproved by a majority of the other directors for the time being) to be an alternate director of the Company, and may at any time remove the alternate director so appointed by him from office. An alternate director so appointed shall not be entitled to receive any remuneration from the Company, but shall be entitled to receive notices of and attend all meetings of the directors, and to vote as a director at any su ch meeting at which the director appointing him is not present, and generally in the absence of his appointor to perform all the functions of his appointor as a director. An alternate director shall ipso facto cease to be an alternate director if his appointor ceases for any reason to be a director.

All appointments and removals of alternate directors made by any director in pursuance of the provisions of these Articles shall be in writing under the hand of the director making the same and left at the office. The nomination of an alternate director shall be valid if made by cable or telegram provided that such nomination shall be confirmed within three months from the date of such cable or telegram by a written nomination complying with the abovementioned requirements, and any act done by the alternate director nominated in such cable or telegram between the date thereof and the date of the receipt within the prescribed period by the Company of the written nomination shall be as valid and effectual as if such alternate director had been duly appointed in the first instance, whether such written nomination shall be received by the Company within the prescribed period or not.

RETIREMENT OF DIRECTORS

79. At the first annual general meeting of the Company all the directors shall retire from office, and at the annual general meeting in every subsequent year one-third of the directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.

BASIS FOR RETIREMENT

80. The directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring director shall be eligible for re-election.

RE-APPOINTMENT OF DIRECTORS

81. The Company at the meeting at which a director so retires may fill the vacated office by electing a person thereto, and in default the retiring director shall if offering himself for re-election and not being disqualified under the Act from holding office as a director be deemed to have been re-elected, unless at that meeting it is expressly resolved not to fill the vacated office, or unless a resolution for the re-election of that director is put to the meeting and lost.

CHANGE IN NUMBER OF DIRECTORS

82. The Company may from time to time by ordinary resolution passed at a general meeting increase or reduce the number of directors, and may also determine in what rotation the increased or reduced number is to go out of office.

APPOINTMENT OF NEW DIRECTORS

83. The directors shall have power at any time, and from time to time to appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing directors, but so that the total number of directors shall not at any time exceed the number fixed in accordance with these articles. Any director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election but shall not be taken into account in determining the directors who are to retire by rotation at that meeting.

REMOVAL OF DIRECTOR

84. The Company may by ordinary resolution remove any director before the expiration of his period of office, and may by an ordinary resolution appoint another person in his stead; the person so appointed shall be subject to retirement at the same time as if he had become a director on the day on which the director in whose place he is appointed was last elected a director.

REMUNERATION OF DIRECTORS

85. The remuneration, if any, of the directors shall from time to time be determined by the Company in general meeting. That remuneration shall be deemed to accrue from day to day. The directors may also be paid all travelling, hotel, and other expenses properly incurred by them in attending and returning from meetings of the directors or any committee of the directors or general meetings of the Company or in connection with the business of the Company.

QUALIFICATION SHARES

86. It shall not be necessary for directors to hold any share qualification in the Company.

VACATIONS OF OFFICE BY DIRECTORS

87. The office of director shall become vacant if the director:

a) ceases to be a director by virtue of the Act,

b) becomes bankrupt or makes any arrangement or composition with his creditors generally;

c) becomes prohibited from being a director by reason of any order made under the Act;

d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental disorder;

e) resigns his office by notice in writing to the Company;

f) for more than six months is absent without permission of the directors from meetings of the directors held during that period;

g) without the consent of the Company in general meeting, holds any other office of profit under the Company except that of managing director or manager; or

h) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his interest in manner required by the Act.

i) be requested in writing by all his Company Directors to resign.

POWERS AND DUTIES OF DIRECTORS

MANAGEMENT OF BUSINESS BY DIRECTORS

88. The business of the Company shall be managed by the directors who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any of these articles, to the provisions of the Act, and to such articles, being not inconsistent with the aforesaid articles or provisions, as may be prescribed by the Company in general meeting; but no article made by the Company in general meeting shall invalidate any prior act of the directors which would have been valid if that article had not been made.

BORROWING POWER

89. The directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability, or obligation of the Company or of any third party.

USE OF SEAL OUTSIDE SINGAPORE

90. The directors may exercise all the powers of the Company in relation to any official seal for use outside Singapore and in relation to branch registers.

APPOINTMENT OF POWER

91. The directors may from time to time by power of attorney appoint any corporation, firm, or person or body of persons, whether nominated directly or indirectly by the directors, to be the attorney or attorneys of Attorney the Company for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the directors under these articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the directors may think fit and may also authorize any such attorney to delegate all or any of the powers, authorities, and discretions vested in him.

SIGNING AUTHORITY FOR CHEQUES, ETC.

92. All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such other manner as the directors from time to time determine.

MINUTES OF MEETINGS

93. The directors shall cause minutes to be made:

a) of all appointments of officers;

b) of names of directors present at all meetings of the Company and of the directors; and

c) of all proceedings at all meetings of the Company and of the directors.

Such minutes shall be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting. At any one time when the Company has a sole member or sole director, a minute signed by the sole member or sole director stating that any act, matter or thing or any ordinary or special resolution has been performed or duly passed by a meeting of the Company or a director's meeting, as the case may be, the act, matter or thing or any ordinary or special resolution shall for all purposes, be deemed to have been performed or passed by a meeting of the Company or a director's meeting.

PROCEEDINGS OF DIRECTORS

DIRECTORS' MEETING

94. The directors may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit. A director may at any time and the secretary shall on the requisition of a director summon a meeting of the directors.

DIRECTORS' MEETING BY VIDEO CONFERENCING

95. Any director or member of a committee of the directors may participate in a meeting of the Directors or such committee by means of telephone and or video conferencing call or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in this manner shall be deemed to constitute in person at such meeting. Such a meeting shall be deemed to take place where the largest groups of Directors present for the purposes of the meeting is assembled or, if there is no such group, where the Chairman is present.

CASTING VOTE OF CHAIRMAN

96. Subject to these articles, questions arising at any meeting of directors shall be decided by a majority of votes and a determination by a majority of directors shall for all purposes be deemed a determination of the directors. In case of an equality of votes the chairman of the meeting shall have a second or casting vote.

DISCLOSURE OF DIRECTORS' INTEREST AND VOTING ON CERTAIN MATTERS

97. A director who is in any way, whether directly or indirectly, interested in a transaction or proposed transaction with the Company shall declare the nature of his interest in accordance with the provisions of the Act. Save as by the next following paragraph of this Article otherwise provided, a director shall not vote in respect of any transaction in which he is interested (and if he does his vote shall not be counted), nor shall he be counted for the purpose of any resolution regarding the same.

A director of the Company shall not be deemed interested or to have been at anytime interested in any transaction or proposed transactions by reason only in a case where:

(a) the transaction or proposed transaction relates to any loan to the Company, that he has guaranteed or joined in guaranteeing the repayment of the loan or any part of the loan;

(b) the transaction or proposed transaction has been or will be made with or for the benefit of or on behalf of a corporation which by virtue of sec 6 of the Act is deemed to be related to the Company, that he is a director of that corporation.

QUORUM FOR DIRECTORS' MEETING

98. The quorum necessary for the transaction of the business of the directors may be fixed by the directors, and unless so fixed shall be two. However if the Company has only sole director, then a Director's Resolution in Writing signed by the sole director will suffice.

CONTINUING DIRECTORS TO INCREASE NUMBER OF DIRECTORS

99. The continuing directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the articles of the Company as the necessary quorum of directors, the continuing director or directors may act for the purpose of increasing the number of directors to that number or of summoning a general meeting of the Company, but for no other purpose.

DELEGATION ON POWERS TO COMMITTEE

100. The directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the directors.

ELECTION OF CHAIRMAN

101. The directors may elect a chairman of their meetings and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present within ten minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be chairman of the meeting.

DECISIONS BY COMMITTEE

102. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.

IRREGULARITIES IN APPOINTMENT

103. All acts done by any meeting of the directors or of a committee of directors or by any person acting as a director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

RESOLUTION IN WRITING

104. A resolution in writing, signed or approved by letter, telex, telegram or facsimile by a majority of the directors, shall be as valid and effectual as if it had been passed at a meeting of the directors duly called and constituted; provided that where a director is not so present but has an alternate who is so present, then such resolution must also be signed by such alternate. All such resolutions shall be described as "Directors' Resolutions" and shall be forwarded or otherwise delivered to the Secretary without delay, and shall be recorded by the Secretary in the Company's Minute Book. A directors' resolution shall be inoperative if it shall purport to authorise or to do any act which a meeting of the Board has decided shall not be authorised or done, until confirmed by meeting of the Board. Any such resolution may consist of several documents in like form, each signed by one or more directors. At any one time when the Company has only a sole director, a resolution signed by that sole director shall for all purposes, be deemed to have been duly passed.

MANAGING DIRECTOR

APPOINTMENT OF MANAGING DIRECTOR

105. The directors may from time to time appoint one or more of their body to the office of managing director for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke any such appointment. A director so appointed shall not, while holding that office, be subject to retirement by rotation or be taken into account in determining the rotation of retirement of directors, but his appointment shall be automatically determined if he ceases from any cause to be a director.

REMUNERATION TO MANAGING DIRECTOR

106. A managing director shall, subject to the terms of any agreement entered into in any particular case, receive such remuneration, whether by way of salary, commission, or participation in profits, or partly in one way and partly in another, as the directors may determine.

DELEGATION OF POWERS TO MANAGING DIRECTOR

107. The directors may entrust to and confer upon a managing director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter, or vary all or any of these powers.

ASSOCIATE DIRECTORS

ASSOCIATE DIRECTOR

108. The directors may from time to time appoint any person to be an associate director and may from time to time cancel any such appointment. The directors may fix, determine and vary the powers, duties and remuneration of any person so appointed, but a person so appointed shall not be required to hold any shares to qualify him for appointment nor have any right to attend or vote at any meeting of directors except by the invitation and with the consent of the directors.

SECRETARY

SECRETARY

109. The secretary shall in accordance with the Act be appointed by the directors for such term, at such remuneration, and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

SEAL

COMMON SEAL

110. The director shall provide for the safe custody of the seal, which shall only be used by the authority of the directors or of a committee of the directors authorized by the directors in that behalf, and every instrument to which the seal is affixed shall be signed by a director and shall be countersigned by the secretary or by a second director or by some other person appointed by the directors for the purpose.

ACCOUNTS

ACCOUNTING RECORDS

111. The directors shall cause proper accounting and other records to be kept and shall distribute copies of balance-sheets and other documents as required by the Act and shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them shall be open to the inspection of members not being directors, and no member (not being a director) shall have any right of inspecting any account or book or paper of the Company except as conferred by statute or authorised by the directors or by the Company in general meeting.

DIVIDENDS AND RESERVES

DECLARATION OF DIVIDENDS IN GENERAL MEETING

112. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the directors.

INTERIM DIVIDEND

113. The directors may from time to time pay to members such interim dividend as appear to the directors to be justified by the profits of the Company.

DIVIDENDS FROM PROFITS ONLY

114. No dividend shall be paid otherwise than out of profits or shall bear interest against the Company.

CREATION OF RESERVES OUT OF PROFITS

115. The directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as reserves which shall, at the discretion of the directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending any such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares in the Company) as the directors may from time to time think fit. The directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

ENTITLEMENT OF DIVIDENDS

116. Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect of which the dividend is paid, but no amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this article as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividends from a particular date that share shall rank for dividend accordingly.

CALLS TO BE DEDUCTED FROM DIVIDENDS

117. The directors may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

DIVIDEND AND BONUS FROM ASSETS

118. Any general meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of any other company or in any one or more of such ways and the directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the directors may settle the same as they think expedient, and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the directors.

PAYMENT OF DIVIDEND IN CASH

119. Any dividend, interest, or other money payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends, bonuses, or other money payable in respect of the shares held by them as joint holders.

CAPITALISATION OF PROFITS

CAPITALISATION OF PROFITS

120. The Company in general meeting may upon the recommendation of the directors resolve that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the Company to be allotted, distributed and credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the directors shall give effect to such resolution.

APPROPRIATION OF CAPITALISED PROFITS

121. Whenever such a resolution as aforesaid shall have been passed the directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issued of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorize any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalizations, or, as the case may require, for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalize, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

AUDIT

AUDIT OF ACCOUNTS

122. Once at least in every year the accounts of the Company shall be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more Auditor or Auditors, subject to the provisions of the Act and any modification or re-enactment thereof for the time being in force in regard to audit and Auditors.

NOTICES

SERVICE OF REGISTERED ADDRESS, MEMBER

123. A notice may be given by the Company to any member either personally or by sending it by post or by facsimile to him at his registered address supplied by him to the Company for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying, and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

NOTICE TO JOINT HOLDERS

124. A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the register of members in respect of the share.

NOTICE TO PERSON IN CASE OF DECEASED OR BANKRUPT MEMBER

125. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or assignee of the bankrupt, or by any like description, at the address, if any, in Singapore supplied for the purpose by the persons claiming to be so entitled, or, until such an address has been so supplied, by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

NOTICE OF GENERAL MEETINGS

126. a) Notice of every general meeting shall be given in any manner herein before authorized to:

i) every member

ii) every person entitled to a share in consequence of the death or bankruptcy of a member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting; and

iii) the auditor for the time being of the Company

b) No other person shall be entitled to receive notices of general meetings.

WINDING UP

WINDING UP OF COMPANY

127. If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company, divide amongst the members in kind the whole or any part of the assets of the Company, whether they consist of property of the same kind or not, and may for that purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, thinks fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

INDEMNITY TO OFFICERS OF COMPANY

128. Every director, managing director, agent, auditor, secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of trust.

Name(s), Address(es) and Description of Subscriber(s)

NITESH KUMAR GUPTA

REFRACTORY HOUSE, LAL BAHADUR
SHASTRI MARG, OPP STATE BANK OF INDIA
KURLA W, MUMBAI 400070, INDIA

DIRECTOR

Dated this:- 12th July'14

Witness to the above Signature(s):-

NOTARY GOVERNMENT OF INDIA

NOTARY PUBLIC

ATTESTED BY ME
14/7/16
NARAYAN M. SHETTY
NOTARY (Govt. of India)

14 JUL 2014

NARAYAN M. SHETTY
ADVOCATE & NOTARY
415/21[illegible] [illegible]d Floor A-Wing,
Tago[illegible] [illegible]li (E),

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

Name(s), Address(es) and Description of Subscriber(s)

RAHUL GOPICHAND GUPTA

FLT NO - 1404/ PANCHVATI-B, PANCHSHRISTI COMPLEX, CHANDIVALI ROAD, NR S M SHETTY SCHOOL, CHANDIVALI (SAKI NAKA) MUMBAI 400072, INDIA

X

R. G. Gupta

DIRECTOR

14 JUL 2014

Dated this:- 12th JULY 2014

NOTARY N. M. SHETTY GREATER MUMBAI REGD. NO. 9820 GOVERNMENT OF INDIA

Witness to the above Signature(s):-

NOTARY PUBLIC

X

ATTESTED BY ME

14/7/14

NARAYAN M. SHETTY
NOTARY (Govt. of India)

NARAYAN M. SHETTY
ADVOCATE & NOTARY
418/214, 2nd Floor, A-Wing
Tagore Nagar, Vikhroli (E)
MUMBAI-400 083.
Ph. 2574 3806

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14 JUL 2014

Global Integrated Service Ltd.

LIMITED

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သို့

ညွှန်ကြားရေးမှူးချုပ်
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
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ရုံးအမှတ်(၃၂)၊ နေပြည်တော်။

ရက်စွဲ၊ ၂၀ ခုနှစ်၊ လ ( ) ရက်။

အကြောင်းအရာ။ <u>ပုံစံ (၆) အား ပေးပို့မှတ်ပုံတင်ခြင်း။</u>

ကျွန်တော်တို့၏ GLOBAL INTEGRATED SERVICE COMPANY LIMITED (ကမ္ဘာ့ပေါင်းစည်းဝန်ဆောင်မှုကုမ္ပဏီလီမိတက်) သည်ကုမ္ပဏီ မှတ်ပုံတင် အမှတ် (၅၇၈ /၂၀၀၅-၂၀၀၆/၈-၇-၂၀၀၅) ဖြင့်မှတ်ပုံတင်ထားသည့် ကုမ္ပဏီ ဖြစ်ပါသည်။

ယခုအခါ ကျွန်တော်တို့ ကုမ္ပဏီ၏ (၁၃ - ၉ - ၂၀၁၃) နေ့ တွင်ကျင်းပပြုလုပ်သည့် ဒါရိုက်တာအဖွဲ့ အစည်းအဝေးမှတ်တမ်းအရ အစုရှယ်ယာထပ်မံရောင်းချခြင်း ပုံစံ (၆) မှတ်ပုံတင်ခြင်း ပြုလုပ်လိုပါသဖြင့် သတ်မှတ် ပုံစံတွင်ဖြည့်စွက်လျက် ကုမ္ပဏီများမှတ်ပုံတင် ရုံးသို့ ပေးပို့မှတ်ပုံတင်အပ်ပါသည်။

ကျသင့်သည့်မှတ်ပုံတင်ကြေးများကိုလည်း ပေးသွင်းပြီးဖြစ်ပါ၍ ချလံကိုပူးတွဲတင်ပြအပ်ပါသည်။

ပူးတွဲလျက်။

(၁) ပုံစံ (၆) တစ်စောင်
(၂) ဒါရိုက်တာအဖွဲ့ အစည်းအဝေးမှတ်တမ်းတစ်စောင်

လေးစားစွာဖြင့်

AUNG THAN
Managing Director
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No. 41/22, Shwe Taung Gone Yeiktha, Shwe Taung Kyar Ward(2), Bahan Township, Yangon, Myanmar
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Email: gis@myanmar.com.mm, gissoc@gmail.com

Global Integrated Service Ltd.

ဒါရိုက်တာအဖွဲ့ အစည်းအဝေးမှတ်တမ်း

ကျင်းပသည့်အချိန် ။ ။ နံနက် ၁၀း၀၀ နာရီ
ကျင်းပသည့်နေ့ ။ ။ ၁၃ - ၉ - ၂၀၁၃
ကျင်းပသည့်နေရာ ။ ။ ကုမ္ပဏီရုံးခန်း

တက်ရောက်ကြသူများ

စဉ်	အမည်	ရာထူး	လက်မှတ်
(၁)	ဦးအောင်သန်း	မန်နေးဂျင်းဒါရိုက်တာ/အစုရှယ်ယာရှင်	
(၂)	ဦးမင်းကွန်ထော	ဒါရိုက်တာ/အစုရှယ်ယာရှင်	
(၃)	ဒေါ်ဆွေဇင်အေး	ဒါရိုက်တာ	

အစည်းအဝေးတွင်ကုမ္ပဏီ၏ မန်နေးဂျင်းဒါရိုက်တာ ဖြစ်သူ ဦးအောင်သန်း က သဘာပတိ အဖြစ်ဆောင်ရွက်၍ လုပ်ငန်းဆိုင်ရာကိစ္စရပ်များကို အောက်ပါအတိုင်းဆွေးနွေး ဆုံးဖြတ်ကြပါသည်။

ဆွေးနွေးချက်များ

ကုမ္ပဏီသည် အစုရှယ်ယာထပ်မံရောင်းချခြင်း နှင့် ပတ်သက်၍ အောက်ပါအတိုင်း သဘောတူဆုံးဖြတ်ကြပါသည်။

အစည်းအဝေးဆုံးဖြတ်ချက်များ

(၁) အစုရှယ်ယာထပ်မံရောင်းချခြင်း။
Issued Share Capital ကို ကျပ် သိန်း (၅၀) ထိ တိုးမြှင့်ရန် ၂၀၁၂-၂၀၁၃ အထိ ထုတ်ဝေပြီး Issued Share Capital မှာ ကျပ် (၅) သိန်း ဖြစ်၍ ထပ်မံထုတ်ဝေမည့် Share မှာ တစ်စုလျှင် ကျပ် (၁၀,၀၀၀) ဖြင့် အစု (၄၅၀၀) ဖြင့် ကျပ် (၄၅) သိန်း ၊ စုစုပေါင်း ကျပ် သိန်း (၅၀) ဖြစ်သည်။
Issued Share Capital အသေးစိတ်ကို အောက်ပါအတိုင်းထုတ်ဝေရန်ဖြစ်သည်။

စဉ်	အမည်	မူလထုတ်ဝေပြီး	ထပ်မံထုတ်ဝေခြင်း	စုစုပေါင်း
၁။	ဦးအောင်သန်း	၁၇၅	၁၅၇၅	၁၇၅၀
၂။	ဦးမင်းကွန်ထော	၃၂၅	၂၉၂၅	၃၂၅၀
	စုစုပေါင်း	၅၀၀	၄၅၀၀	၅၀၀၀

ဖြင့်ဆင်ပြီး Issued Share Capital များအား ပုံစံတွင် ဖြည့်သွင်း၍ တင်ပြရန် သဘောတူဆုံးဖြတ်ကြပါသည်။

(၂) ကုမ္ပဏီများမှတ်ပုံတင်ရုံးသို့ တင်ပြရန်။
ဘဏ္ဍာရေးနှစ်အတွင်း စာရင်းစစ်အစီရင်ခံစာများနှင့် ဒါရိုက်တာအဖွဲ့ တင်ပြစာများကို ပုံစံ(၆) တွင် ဖြည့်သွင်း၍ ကုမ္ပဏီများ မှတ်ပုံတင်ရုံးသို့ တင်ပြရန် သဘောတူဆုံးဖြတ်ကြပါသည်။

မှတ်တမ်းတင်သူ

MIN KUN HTAW
Director
GLOBAL INTEGRATED SERVICE LTD.

အတည်ပြုသူ

AUNG THAN
Managing Director
GLOBAL INTEGRATED SERVICE LTD.

No. 41/22, Shwe Taung Gone Yeiktha, Shwe Taung Kyar Ward(2), Bahan Township, Yangon, Myanmar
Tel/Fax: (951) 535425, 501628, Tel(951) 011 292672, 4411507,

FORM VI

RETURN OF ALLOTMENTS
THE MYANMAR COMPANIES ACT.

(See Section 104)

(To be filed with the Registrar within one month after the allotment is made)

Return of allotment from the 13th of September, 2013.

on the of of the GLOBAL INTEGRATED SERVICE COMPANY LIMITED

Made pursuant to Section 104 (1)

Number of the shares allotted payable in cash	....	4500 Shares
" " " "	....	
Nominal amount of the shares so allotted	....	Ks. 45,000,000/-
" " " "	....	
Amount paid or due and payable on cash such share	....	Ks. 10,000/- (Fully Paid Up)
" " " "	....	

Number of ordinary shares allot5ted for a consideration other than cash

Nominal amount to be ordinary shares so allotted ....

Amount to be treated as paid on each such share ....

The consideration for which such share have been allotted is as follow: -

---

NOTE : In making a return of allotted under Section 104 (1) the Myanmar Companies Act., it is to be noted that-

1. When a return include several allotments made on different dates, the actual date of only the first and last of such allotment should be entered at the tip of the front page, and the registration of the return should be effected within one month of the first date.
2. When a return relates to one allotment only, made on one particular date, that date only should be inserted and the spaces for the second date struck out and the world made substituted for the world " From" after the world " allotments" above.

Here insert name of Company

Distinguish between preference, ordinary, or other description of shares

Presented for filing by : U Aung Than(Managing Director)

Name, Address and Description of Allottees

Name & N.R.C No	Address	Description	Number of the shares allotted	
			Preference	ordinary
1. U Aung Than 12/Ta Ma Na (Naing)005740	No.19(A), Nat Mauk Yeikthar, Tamwe Township, Yangon.	Merchant		1575
2. U Min Kun Htaw 12/Da Ga Na (Naing)000455	No.61(A), Pyay Road, 6½ Mile, Hlaing Township, Yangon.	Merchant		2925
			Total	4500 Shares

AUNG THAN
Managing Director
GLOBAL INTEGRATED SERVICE LTD.

Signature 13th, September , 2013.

Date

MANAGING DIRECTOR

[illegible]

စက်မှုဇုန်စီမံခန့်ခွဲရေးကော်မတီ ဒဂုံဆိပ်ကမ်းစက်မှုမြို့

Dagon Seikkan Industrial City , Management Committee

အမှတ်- ၉၇၊ ဖန်ချက်ဝန်ဦးရွှေအိုးလမ်းနှင့် ကမ်းနားလမ်းထောင့်

No.97, Corner of Phan Chat Wun U Shwe Oh St; & Strand Rd.

Tel ; 01-592051 / 09-860-1360 Fax ; 01-592189

စာအမှတ်၊ ဒဂဆက/စမမ/ (၀၉) ထွေ(၂၂၂)

ရက်စွဲ၊ ၂၀၁၄ ခုနှစ်၊ စက်တင်ဘာလ (၂၅) ရက်

သို့

အုပ်ချုပ်ရေးမှူး

မြို့နယ်လျှပ်စစ်ဓါတ်အားပေးရေးအဖွဲ့

ဒဂုံမြို့သစ်(ဆိပ်ကမ်း)မြို့နယ်

အကြောင်းအရာ ။ ။<u>315KVA ထရန်စဖော်မာလျှောက်ထားခြင်းအတွက် ထောက်ခံချက်ပေးခြင်း။</u>

အထက်အကြောင်းအရာပါကိစ္စနှင့်ပတ်သက်၍ ဒဂုံဆိပ်ကမ်းစက်မှုဇုန်အပိုင်း(၂)၊ မြေကွက်အမှတ် (၁၆)၊ သုခိတာလမ်းရှိ စက်ရုံမြေကွက်ပေါ်တွင် 315 KVA ထရန်စဖော်မာတစ်လုံး တပ်ဆင်နိုင်ရေးအတွက်ပေးသွင်းရမည့် ရုံပုံငွေများအား အကြေအလည်ပေးသွင်းပြီးဖြစ်သဖြင့် ထရန်စဖော်မာလျှောက်ထားခြင်းအတွက် လိုအပ်သလို ဆောင်ရွက်ပေးနိုင်ပါရန် ထောက်ခံအပ်ပါသည်။

ဥက္ကဋ္ဌ(ကိုယ်စား)

(ဝင်းအောင်-ရုံးအဖွဲ့မှူး)

မိတ္တူကို-

- သက်ဆိုင်ရာစက်ရုံ
- ရုံးလက်ခံ/မျှော

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန
သစ်တောဦးစီးဌာန
ညွှန်ကြားရေးမှူးချုပ်ရုံး

စာအမှတ် ၊ လင/အခ/၀၀၇/ (၁၂၈၃၂/၂၀၁၄)
ရက်စွဲ ၊ ၂၀၁၄ ခုနှစ် ၊ စက်တင်ဘာလ ၂၃ ရက်

သို့
ဦးမင်းကွန်ထော
အုပ်ချုပ်မှုဒါရိုက်တာ
Integrated Technical Systems Co.,Ltd

အကြောင်းအရာ ။ **တွေ့ဆုံဆွေးနွေးရန်ဖိတ်ကြားခြင်း**
ရည် ညွှန်း ချက် ။ Integrated Technical Systems Co.,Ltd ၏ ၂၂-၉-၂၀၁၄ ရက်စွဲပါ စာအမှတ် ၊ ITS (Veneer-003)/14

အထက်ရည်ညွှန်းပါစာဖြင့် တွေ့ဆုံခွင့်တင်ပြမှုနှင့်ပတ်သက်၍ တွေ့ဆုံဆွေးနွေးရန်အတွက် အောက်ပါဆွေးနွေးပွဲသို့ ကြွရောက်ပါရန် ဖိတ်ကြားအပ်ပါသည် -

တွေ့ဆုံဆွေးနွေးမည့်နေ့ရက်	-	၂၄-၉-၂၀၁၄(ဗုဒ္ဓဟူးနေ့)
တွေ့ဆုံဆွေးနွေးမည့်အချိန်	-	၁၀ : ၀၀ နာရီ
တွေ့ဆုံဆွေးနွေးမည့်နေရာ	-	ညွှန်ကြားရေးမှူးရုံးခန်း(သဘာဝတောနှင့်စိုက်ခင်းလုပ်ငန်းဌာန) ညွှန်ကြားရေးမှူးချုပ်ရုံး သစ်တောဦးစီးဌာန ရုံးအမှတ်(၃၉) နေပြည်တော်

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
{ခင်မောင်ဦး ၊ ညွှန်ကြားရေးမှူး(သဘာဝတော/စိုက်ခင်း)}

မိတ္တူကို-
ညွှန်ကြားရေးမှူးချုပ်ရုံးစာတွဲ ၊ သစ်တောဦးစီးဌာန
မျှောစာတွဲ
ရုံးလက်ခံ

Integrated Technical Systems

သို့

ညွှန်ကြားရေးမှူးချုပ်

သစ်တောဦးစီးဌာန

စာအမှတ်၊ ၊ITS(Veneer-003)/14

ရက်စွဲ၊ ၊၂၀၁၄ခုနှစ်၊ စက်တင်ဘာလ(၂၂)ရက်။

အကြောင်းအရာ ။ ။ တွေ့ဆုံခွင့်တောင်းခံခြင်း။

၁။ အထက်ပါကိစ္စနှင့်ပတ်သက်၍ ITS (Integrated Technical System) ကုမ္ပဏီသည် ပြည်ပမှ Golden Peacock ကုမ္ပဏီနှင့် ပူးပေါင်းပြီး Veneer Industry Myanmar (VIMI) တည်ထောင်ပြီး သစ်မာသစ်ပါးလွှာ စက်ရုံတည်ထောင်ရန် မြန်မာ့ရင်းနှီးမြှုပ်နှံမှု ကော်မတီသို့ အဆိုပြုလွှာတင်ပြရန် ဆောင်ရွက်လျက်ရှိပါသည်။

၂။ အဆိုပါရင်းနှီးမြှုပ်နှံမှု အစီအစဉ်တွင် လက်ရှိစက်ရုံအတွက် လိုအပ်သည့် ကုန်ကြမ်းသစ်လုံးရရှိရေးနှင့် ထပ်မံတိုးချဲ့မည့်စက်ရုံအတွက် လိုအပ်မည့် ကုန်ကြမ်းသစ်လုံးအတွက် စိုက်ခင်းတည်ထောင် ဆောင်ရွက်ရန် ပါရှိပါသည်။

၃။ သို့ပါ၍ အဆိုပါကိစ္စနှင့်ပတ်သက်၍ ဆွေးနွေးရန်အတွက် သင့်လျော်မည့်နေရက်တွင် တွေ့ဆုံခွင့်ပြုပါရန် တင်ပြအပ်ပါသည်။

<u>လာရောက်တွေ့ဆုံမည့်သူများ</u>

၁။ ဝဏ္ဏကျော်ထင်ဦးအောင်သိန်း	ဥက္ကဋ္ဌ
၂။ ဦးမင်းကွန်ထော	အုပ်ချုပ်မှုဒါရိုက်တာ
၃။ ဦးဇော်ဝင်း	အမှုဆောင်ဒါရိုက်တာ

လေးစားစွာဖြင့်

Min Kun Htaw
Managing Director
Integrated Technical Systems Co.,Ltd.

Integrated Technical Systems Co.,Ltd.
No. 8-A, Khabaung St. (Martin Avenue), 6th mile, Pyay Rd, Hlaing Tsp, Yangon, Myanmar
Tel / Fax :(95-1) 504610, (95-1) 536559; E-mail : its.infomyanmar@gmail.com
www.gisgoc.com

FAX IN

၂၀၁၄ ခုနှစ်၊ စက်တင်ဘာလ(၂၄)ရက် (၁၀:၀၀)နာရီအချိန်တွင်
စီမံကိန်းနှင့်စာရင်းအင်းဌာန၊ ညွှန်ကြားရေးမှူးရုံးခန်း၌ သစ်တောဦးစီးဌာနနှင့် Integrated Technical Systems Co.,Ltdမှ ကိုယ်စားလှယ်အဖွဲ့တို့ တွေ့ဆုံဆွေးနွေးမှုမှတ်တမ်း

၁။ တွေ့ဆုံဆွေးနွေးပွဲ တက်ရောက်သည့် ပုဂ္ဂိုလ်များ

(က) သစ်တောဦးစီးဌာနမှ တက်ရောက်သူများ

(၁) ဦးခင်မောင်ဦး

ညွှန်ကြားရေးမှူး၊ စီမံကိန်းနှင့်စာရင်းအင်းဌာန

(၂) ဦးခင်မောင်ဝင်း

ဒုတိယညွှန်ကြားရေးမှူး၊ သဘာဝတောနှင့်စိုက်ခင်းလုပ်ငန်းဌာန

(ခ) Integrated Technical Systems Co.,Ltdမှ တက်ရောက်သူများ

(၁) ဝဏ္ဏကျော်ထင်ဦးအောင်သိန်း

ဥက္ကဋ္ဌ၊ Integrated Technical Systems Co.,Ltd

(၂) ဦးဇော်ဝင်း

အမှုဆောင်ဒါရိုက်တာ၊ Integrated Technical Systems Co.,Ltd

၂။ ပထမဦးစွာ စီမံကိန်းနှင့်စာရင်းအင်းဌာန၊ ညွှန်ကြားရေးမှူး ဦးခင်မောင်ဦးမှ ITS Co.,ltd မှ သစ်မှသစ်ပါးလွှာစက်ရုံတည်ထောင်ရန် လိုအပ်သည့် သစ်ကုန်ကြမ်းရရှိရေးနှင့် ထပ်မံတိုးချဲ့မည့် စက်ရုံအတွက် လိုအပ်မည့် ကုန်ကြမ်းသစ်လုံးအတွက် စိုက်ခင်းတည်ထောင်လိုပါကြောင်း လျှောက်ထားချက်အရ ယခုကဲ့သို့ တွေ့ဆုံရန် ဖိတ်ကြားရခြင်းဖြစ်ပါကြောင်း၊ ပွင့်လင်းစွာ ဆွေးနွေးနိုင်ပါကြောင်း ဖော်ပြ[illegible]က်ဖေါ်ပြောကြားပါသည်။

၃။ ITS အမှုဆောင်ဒါရိုက်တာ ဦးဇော်ဝင်းမှ ITS (Integrated Technical System) ကုမ္ပဏီသည် Global Integrated Service System အောက်ရှိ ကုမ္ပဏီခွဲတစ်ခုဖြစ်ပါကြောင်း၊ ပြည်ပမှ Golden Peacock ကုမ္ပဏီနှင့်ပူးပေါင်း၍ Veneer Industry Myanmar (VIM) တည်ထောင်၍ မြန်မာပြည်တွင် သစ်မှသစ်ပါးလွှာစက်ရုံတည်ထောင်ရန်အတွက် MIC သို့ အဆိုပြုလွှာ တင်ပြဆောင်ရွက်လျက်ရှိကြောင်း၊ ယင်းစက်ရုံအတွက် ကုန်ကြမ်းရရှိနိုင်ရေး လာရောက်ဆွေးနွေးခြင်း ဖြစ်ပါကြောင်း၊ သစ်မှသစ်ပါးလွှာစက်ရုံအတွက် လိုအပ်သော ကုန်ကြမ်းရေရှည်ရရှိနိုင်ရေး စိုက်ခင်းတည်ထောင်ခွင့်ပြုနိုင်သည့် အခြေအနေကို သိရှိလိုပါကြောင်း တင်ပြပါသည်။

၄။ စီမံကိန်းနှင့်စာရင်းအင်းဌာန၊ ညွှန်ကြားရေးမှူးမှ ယခုအခါ FDI Law အရ နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုများ ဝင်ရောက်လာကြောင်း၊ သစ်အခြေခံ ရင်းနှီးမြှုပ်နှံလိုသူများအနေဖြင့် သစ်တော စိုက်ခင်းများ ပြန်လည်စိုက်ပျိုးပေးရန်လိုအပ်ကြောင်း၊ တစ်ပိုင်တစ်နိုင် အသေးစား၊ အလတ်စား စီးပွားရေးအသွင်ဖြင့် ပုဂ္ဂလိကစိုက်ခင်းများ တည်ထောင်လိုပါက မိမိဝန်ကြီးဌာနအနေဖြင့်

ကျွန်းစိုက်ခင်းများအား ဧက (၅၀၀)အထိ ပြည်ထောင်စုအစိုးရအဖွဲ့ထံ တင်ပြခွင့်ပြုချက်ရယူ၍လည်းကောင်း၊ ရာဘာ/ ဆီအုန်းစသည့် စက်မှုကုန်ကြမ်းစိုက်ခင်းများအား ဧက (၂၀၀)အထိ ပြည်ထောင်စုဝန်ကြီးဌာန၊ စီမံခန့်ခွဲမှုကော်မတီ၏ အတည်ပြုချက်ဖြင့်လည်းကောင်း၊ သစ်မာမျိုးစုံ စိုက်ခင်း စိုက်ပျိုးခွင့်အား သစ်တောဦးစီးဌာန၏ စိစစ် ခွင့်ပြုချက်ဖြင့်လည်းကောင်း ဆောင်ရွက်ခွင့်ပေးလျက်ရှိကြောင်း၊ ITS Company အနေဖြင့် သစ်အခြေခံစက်ရုံအတွက် ကုန်ကြမ်းရရှိရန် ဧကအများအပြား စိုက်ခင်းတည်ထောင်ရန်လိုအပ်မည်ဖြစ်ရာ မိမိတို့ဝန်ကြီးဌာန၏မူအရ ခွင့်ပြုနိုင်သော ပမာဏမဟုတ်ပါကြောင်း၊ ပြည်ထောင်စုဝန်ကြီးဌာနအနေဖြင့် ဧရိယာကျယ်ကျယ်ပြန့်ပြန့် ရင်းနှီးမြှုပ်နှံလိုသူများအား ဧက (၁၀၀၀)နှင့်အထက် တစ်ဆက်တစ်စပ်တည်းရှိသော သစ်တောစိုက်ခင်းတည်ထောင်သင့်သည့် မြေများအား အိတ်ဖွင့်တင်ဒါစနစ်ဖြင့် ခွင့်ပြုသွားမည်ဖြစ်ရာ ITS Company အနေဖြင့် ပါဝင်ယှဉ်ပြိုင်ဆောင်ရွက်နိုင်ပါကြောင်းပြောကြားပါသည်။

၂။ ဆက်လက်၍ စီမံကိန်းနှင့်စာရင်းအင်းဌာန၊ ညွှန်ကြားရေးမှူးမှ တစ်နိုင်ငံလုံး အတိုင်းအတာဖြင့် သစ်တောမြေဧက (၂၅၀၀၀၀) အား ၂၀၁၅-ခုနှစ်၊ မိုးရာသီအမီ ပုဂ္ဂလိကစိုက်ခင်းများ တည်ထောင်နိုင်ရေးအတွက် Open Tender ဖြင့် ခွင့်ပြုသွားမည်ဖြစ်ကြောင်း၊ ထိုသို့ ဆောင်ရွက်ရာတွင် ငွေကြေးအများဆုံး ပေးသွင်းမှုကိုသာ ဦးစားပေးရွေးချယ်မည်မဟုတ်ဘဲ ရေရှည်ဘဏ္ဍာရေး ဖြည့်ဆည်းပေးနိုင်သည့် အခြေခံစီးပွားရေးလုပ်ငန်းပိုင်ဆိုင်မှု၊ ဘဏ်အာမခံတင်သွင်းသည့် ပမာဏ၊ လုပ်ငန်းအာမခံပေးသွင်းနိုင်သည့် ပမာဏ၊ နှစ်အလိုက်ရင်းနှီးမြှုပ်နှံမည့်ပမာဏ၊ ဒေသခံများအား အလုပ်အကိုင်ဖန်တီးပေးနိုင်မှု ရာခိုင်နှုန်း၊ ဝင်ငွေအပေါ် ဒေသဖွံ့ဖြိုးရေးလုပ်ငန်းများအတွက် ထည့်ဝင်ပေးမည့် ရာခိုင်နှုန်း၊ စိုက်ခင်းမှရရှိမည့်အသားတင် အကျိုးအမြတ်ကို နိုင်ငံတော်သို့ ပေးသွင်းမည့် ရာခိုင်နှုန်း စသည့်အချက်များကိုပါ ထည့်သွင်းစိစစ် ရွေးချယ်သွားမည်ဖြစ်ကြောင်း ရှင်းလင်း ပြောကြားပါသည်။

၃။ ထို့နောက် ဝဏ္ဏကျော်ထင်ဦးအောင်သိန်းမှ ၎င်းတို့ကုမ္ပဏီအနေဖြင့် စီးပွားရေးအကျိုးအမြတ်တစ်ခုတည်းအပေါ်တွင် ဦးစားပေးဆောင်ရွက်သွားမည် မဟုတ်ကြောင်း၊ စိုက်ခင်းတည်ထောင်လိုခြင်းမှာ သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းလိုသည့် ရည်ရွယ်ချက်ပါဝင်ကြောင်း၊ သစ်မျိုးတစ်မျိုးတည်း ကိုသာ စိုက်ပျိုးသွားမည်မဟုတ်ဘဲ ကျွန်း၊ ရေမနေစသည့် သစ်မျိုးများကို ဝါးပင်များဝိုင်းရံ၍ စိုက်ပျိုးသွားမှာဖြစ်ကြောင်း၊ လေ့လာတွေ့ရှိချက်အရ ဝါးတောများသည် သစ်ပင်သစ်တောများထက် ကာဗွန်ကို ပိုမိုစုပ်ယူနိုင်ပြီး အောက်ဆီဂျင်ကို (၃၀%) ပိုမို၍ ထုတ်ပေးနိုင်သည်ကို သိရှိရကြောင်း၊ ဝါးကို ကာလတိုအတွင်း ဈေးကွက်သို့ တင်ပို့ရောင်းချနိုင်မည်ဖြစ်ရာ ငွေကြေးလည်ပတ်မှုကို အထောက်အကူပြုနိုင်သည့်အပြင် အလှည့်ကျခုတ်ယူသည့်စနစ်ကျင့်သုံးနိုင်မည်ဖြစ်၍ ဟင်းလင်းပွင့်ဖြစ်စဉ်ကို ရှောင်လွှဲနိုင်မည်ဖြစ်ကြောင်း ရှင်းလင်းတင်ပြပါသည်။

၄။ ထို့နောက် စီမံကိန်းနှင့်စာရင်းအင်းဌာန၊ ညွှန်ကြားရေးမှူးမှ သစ်တောမြေတွင် ပုဂ္ဂလိကစိုက်ခင်းများ တည်ထောင်ရန် Open Tender ဆောင်ရွက်မည့်လုပ်ငန်းအစီအစဉ်များကို အသေးစိတ်ရှင်းလင်းပြောကြားပါသည်။

၅။ ဦးဇော်ဝင်း၊ အမှုဆောင်ဒါရိုက်တာ၊ ITS Co.,Ltd မှ လောလောဆယ် စက်ရုံလည်ပတ်ပါက လိုအပ်မည့်သစ်လုံးကုန်ကြမ်းကို မည်သို့ရရှိနိုင်ကြောင်း မေးမြန်းရာ သဘာဝတောနှင့်စိုက်ခင်းလုပ်ငန်း

ဌာန၊ ဒုတိယညွှန်ကြားရေးမှူးမှ လက်တလော သစ်ကုန်ကြမ်းရရှိရေးအတွက် ဆောင်ရွက်နိုင်မည့် နည်းလမ်းများကို အောက်ပါအတိုင်း ရှင်းလင်းပြောကြားပါသည်-

- မြန်မာ့သစ်လုပ်ငန်းရုံးချုပ်တွင် ကျွန်း/သစ်မာသစ်လုံး၊ ခွဲသားများအား အိတ်ဖွင့်တင်ဒါဖြင့် ရောင်းချခြင်းကို လစဉ်၊ (၁)လ (၃) ကြိမ်ဆောင်ရွက်လျက်ရှိရာ ဝင်ရောက်ယှဉ်ပြိုင်နိုင်ကြောင်း၊
- နယ်သစ်ဆိပ်များတွင် ပြည်ပရောင်းတန်းမဝင် အင်/ကညင်သစ်၊ ဖမ်းဆီးနှင့် နှစ်ဟောင်းသစ်မျိုးစုံကို Ex-site Tender ဖြင့်ရောင်းချပေးလျက်ရှိရာ လွပ်လပ်စွာ ဝင်ရောက်ယှဉ်ပြိုင်နိုင်ကြောင်း၊
- ပြည်ပရောင်းတန်းဝင် ကျွန်း/သစ်မာများကိုလည်း FOB ဈေးဖြင့် ရွေးချယ်ဝယ်ယူနိုင်ကြောင်း၊
- ရန်ကုန်နှင့် နယ်သစ်ဆိပ်များရှိ လွတ်ကင်းလက်ကျန်သစ်လုံးများအား စက်မှုကုန်ကြမ်းအတွက် ရောင်းချပေးလျက်ရှိသဖြင့် အဆိုပါနည်းလမ်းဖြင့်လည်း ဝယ်ယူနိုင်ကြောင်း၊

၉။ ဆက်လက်၍ သဘာဝတောနှင့်စိုက်ခင်းလုပ်ငန်းဌာန၊ ဒုတိယညွှန်ကြားရေးမှူးမှ စက်ရုံကို မည်သည့်နေရာတွင် တည်ထောင်မည်ဖြစ်ကြောင်း၊ သစ်တောစိုက်ခင်းများကို မည်သည့်ဒေသတွင် တည်ထောင်လိုကြောင်း မေးမြန်းပြီး မြန်မာ့ကျွန်းသစ်၏ မူလဒေသဖြစ်သော ပဲခူးရိုးမဒေသတွင် ကျွန်းနှင့် သစ်မာမှအပ ယူကလစ်၊ ရာဘာနှင့် တန်ဖိုးနည်းသစ်မျိုးများ စိုက်ပျိုးခြင်းကို ခွင့်မပြုပါကြောင်း ရှင်းလင်းပြောကြားရာ ကုမ္ပဏီဘက်မှ သစ်စက်အား ဒဂုန်ဆိပ်ကမ်းစက်မှုဇုန်တွင် တည်ဆောက်မည်ဖြစ်ကြောင်း၊ စိုက်ခင်းတည်ထောင်ရန်အတွက် ဧရာဝတီတိုင်းနှင့် ကရင်ပြည်နယ်တို့ကို စိတ်ဝင်စားပါကြောင်း ပြောကြားပါသည်။

၁၀။ စီမံကိန်းနှင့်စာရင်းအင်းဌာန၊ ညွှန်ကြားရေးမှူးမှ အခြားသိလိုသည်များရှိပါက မေးမြန်းနိုင်ပါကြောင်း ပြောကြားရာ ITS Co.,Ltd ဘက်မှ ၎င်းတို့သိလိုသည်များ သိရှိရပြီးဖြစ်ပါကြောင်း၊ လာမည့် Open Tender ဆောင်ရွက်ရာတွင် ပုဂ္ဂလိကစိုက်ခင်း မြေရရှိရေးအတွက် ဝင်ရောက်ယှဉ်ပြိုင်မည် ဖြစ်ကြောင်း ပြန်လည်ပြောကြားပြီး တွေ့ဆုံဆွေးနွေးမှုကို (၁၁ : ၀၀) နာရီအချိန်တွင်ရပ်သိမ်းခဲ့ပါသည်။

အတည်ပြုသူ

(ခင်မောင်ဝင်း)

ညွှန်ကြားရေးမှူး

သဘာဝတောနှင့်စိုက်ခင်းလုပ်ငန်းဌာန

မှတ်တမ်းတင်သူ

(ဆုမြတ်နှင်း)

တောအုပ်ကြီး

သဘာဝတောနှင့်စိုက်ခင်းလုပ်ငန်းဌာန

စာအမှတ်၊ ၈၀၈/ ၁၀၈/ ၀၀၇ (၁၃၂/၉၄ - ၃၅၁/၂၀၀၄)

ရက်စွဲ၊ ၃၀-၉-၂၀၀၄

ဖြန့်ဝေခြင်း

ဆွေးနွေးပွဲတက်ရောက်သူများအားလုံး

မိတ္တူ

ညွှန်ကြားရေးမှူးချုပ်ရုံးစာတွဲ၊ သစ်တောဦးစီးဌာန

မျှောစာတွဲ

ရုံးလက်ခံ


နိုင်ငံသားစိစစ်ရေးကတ်ပြား


I628582

သက်တမ်းတိုး

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ 004663

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် .....၁၀၁၃..../ ၂၀၀၉–၂၀၁၀

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ....ပေါင်းစည်းမှု.အတတ်ပညာစံနစ်........ ....ကုမ္ပဏီ.လီမိတက်............ အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် .၂၀၀၉.ခုနှစ်၊ အောက်တိုဘာလ၊ .၁၅. ရက်နေ့တွင် မှတ်ပုံတင်ထားခြင်းအား ..၂၀၁၄ခုနှစ်၊ စက်တင်ဘာလ၊ ၂၅.. ရက်နေ့မှစ၍ သက်တမ်းတိုး ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)
(နီလာမူ၊ ဒုတိယညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION

NO. ....1013.......... of 2009-2010

I hereby certify that the tenure of INTEGRATED TECHNICAL SYSTEMS ....COMPANY LIMITED...incorporated under the Myanmar Companies Act on ....15th OCTOBER, 2009.......................... is renewed with effected from ....25th SEPTEMBER, 2014..........................

For Director General
(Nilar Mu, Deputy Director)
Directorate of Investment and Company Administration

ကုမ္ပဏီနှင့်သက်ဆိုင်သည့်အချက်အလက်များ

(က) အုပ်ချုပ်မှုဒါရိုက်တာအမည်၊ ဦးမင်းကွန်ဇော…(၁၂/ဒဂန(နိုင်)၀၁၀၄၅၅)

(ခ) ကုမ္ပဏီ ရုံးခန်းလိပ်စာ၊ တိုက်အမှတ်(၈/က)၊ ခရေပင်လမ်း၊ မှာတင်နိုပ်သာ၊ (၆)မိုင်၊ လှိုင်မြို့နယ်၊ ရန်ကုန်မြို့။…………

(ဂ) ဆက်သွယ်ရန် ဖုန်းနံပါတ်၊ ၀၁-၅၃၆၅၃၉…………………………

(ဃ) ဒါရိုက်တာများ အမည်စာရင်း–(၁). ဒေါ်စန္ဒာအောင်……………………
၁၂/ရကန(နိုင်)၀၁၉၈၅၂

(၂) ဦးမန်းဇေယျာအေးသောင်း
၁၂/ဗတထ(နိုင်)၀၁၀၂၉၇

မှတ်ချက်။ (၁) ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည်မှတ်ပုံတင်ရက်စွဲ(၁၅-၁၀-၂၀၁၄)မှ (၁၄-၁၀-၂၀၁၉)ရက်နေ့အထိ(၅)နှစ်သက်တမ်းအတွက်သာ ဖြစ်သည်။ သက်တမ်း မကုန်ဆုံးမီ (၃)လအလိုတွင် သက်တမ်းတိုးရန် ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာနသို့ လျှောက်ထား ရမည်။

(၂) ကုမ္ပဏီ အနေဖြင့် သင်းဖွဲ့မှတ်တမ်းတွင်အဆိုပြု တင်ပြထားသော လုပ်ငန်းရည်ရွယ်ချက်များကိုသာ လုပ်ကိုင်ရမည်။

(၃) သင်းဖွဲ့မှတ်တမ်းပါ ရည်ရွယ်ချက်များသည် သက်ဆိုင်ရာ ပြည်ထောင်စု ဝန်ကြီးဌာန၏ တည်ဆဲဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်း များနှင့်အညီ ခွင့်ပြုချက် ရရှိမှသာ ဆောင်ရွက်ခွင့် ရှိမည် ဖြစ်ပါသည်။

(၄) လုပ်ငန်းရည်ရွယ်ချက် ပြောင်းလဲ လုပ်ကိုင်လိုပါက ပြောင်းလဲ လုပ်ကိုင်လိုသည့် လုပ်ငန်း ရည်ရွယ်ချက်များအား သင်းဖွဲ့မှတ်တမ်းတွင် ပြင်ဆင်မှတ်ပုံတင်ရန်အတွက် ဒါရိုက်တာအဖွဲ့(BOD)၏ အထူး အစည်းအဝေး ဆုံးဖြတ်ချက် မှတ်တမ်းနှင့်အတူ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာန သို့ လျှောက်ထား ရမည် ။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)
(မော်မော်စိုး ၊ လက်ထောက်ညွှန်ကြားရေးမှူး)

လာရောက်ထုတ်ယူသည့် ရက်စွဲ၊ 0 [illegible] 2014

FORM VI

RETURN OF ALLOTMENTS
THE MYANMAR COMPANIES ACT.

(See Section 104)

(To be filed with the [illegible] within one month after the Allotment is made)

Return of allotment from the [illegible] 16th of November 2009

on the [illegible] 200 of the * Integrated Technical Systems Co , Ltd.

Made pursuant to Section [illegible]

Number of the shares [illegible] cash — 500 Shares

" " " "

Nominal amount of the [illegible] allotted — Ks 50,000,000/-

" " " "

Amount paid [illegible] each such share — Ks 100,000/- (Fully Paid Up)

" " " "

Number [illegible] other than cash

Nominal amount [illegible]

Amount [illegible]

The consider[illegible] as follows:-

NOTE: [illegible] under Section [illegible] the Myanmar Companies Act [illegible]

1 When [illegible] several allotments made on different dates, the actual date of [illegible] first and last of such allotment should be entered at the top [illegible] registration of the return should be effected [illegible]

• [illegible] made on one particular date, [illegible] the second date struck out and [illegible] the world "From" after the world "allotments" above.

Here insert name of Company [illegible]

Distinguish [illegible] other description of shares.

Presented for filing by : U Min Kun Htaw

Name, Address and Description of Allotees

	Names & N.R.C No	Address	Description	Number of Shares Allotted	
				Preference	Ordinary
1	U Min Kun Htaw Myanmar 12/Da Ga Na (Naing) 000455	No. 61(A),Pyay Road, 6½Mile, 11th Ward, Hlaing Township, Yangon	Merchant		400
2	Global Integrated Service Ltd	No-147, West Shwe Gon Daing Road, Bahan Township, Yangon	Company		100
				Total	500 Shares

Signature

Min Kun Htaw
Managing Director
Integrated Technical Systems Co.,Ltd

Date 16.11.2009

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : INTEGRATED TECHNICAL SYSTEMS COMPANY LIMITED

Presented by : U Min Kun Htaw (Managing Director)

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1. U Min Kun-Htaw	Myanmar 12/Da Ga Na (Naing)000455	No.61(A) , Pyay Road, 6½ Mile, 11th Ward, Hlaing Township, Yangon.	Merchant	Managing Director
2. Daw Sandar Aung	Myanmar 12/Ya Ka Na (Naing)019852	Building No.(124), Room No.(2), Yan Naing (4) Street, Yankin Township, Yangon.	Merchant	Director
3. U Mehm Zayar Aye Thaung	Myanmar 12/Ba Ta Hta (Naing)010297	No.(221/223),3rd Floor(Left) , Bo Aung Kyaw Road, Kyauktada Township, Yangon.	Merchant	Appointed as Director w.e.f (9.7.2014)

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for " Changes" by placing against the new Director's name the word " in place of .... and by writing against any former Director's name the word "dead " " resigned" or as the case may be giving the date of change against the entry.

Signature ....

Designation ....

Min Kun Htaw
Managing Director
Integrated Technical Systems Co.,Ltd.

Dated this ... 9th , July , 2014.

Form(26).doc

भारत गणराज्य REPUBLIC OF INDIA

THESE ARE TO REQUEST AND REQUIRE IN THE NAME OF THE PRESIDENT OF THE REPUBLIC OF INDIA ALL THOSE WHOM IT MAY CONCERN TO ALLOW THE BEARER TO PASS FREELY WITHOUT LET OR HINDRANCE AND TO AFFORD HIM OR HER EVERY ASSISTANCE AND PROTECTION OF WHICH HE OR SHE MAY STAND IN NEED.

BY ORDER OF THE PRESIDENT OF THE REPUBLIC OF INDIA

वी आर पांचाल
V R PANCHAL
Passport Granting Officer
Regional Passport Office, Mumbai

भारत गणराज्य REPUBLIC OF INDIA



Type: P
Country Code: IND
Passport No.: Z2333588

Surname: GUPTA

Given Name(s): RAHUL GOPICHAND

Nationality: INDIAN
Sex: M
Date of Birth: 19/01/1971

Place of Birth: MUMBAI, M.S.

R.G. Gupta

Place of Issue: MUMBAI

Date of Issue: 13/03/2012
Date of Expiry: 12/03/2022

P<INDGUPTA<<RAHUL<GOPICHAND<<<<<<<<<<<<<<<<<<<<

Z2333588<9IND7101191M2203126<<<<<<<<<<<<<<<<2

REPUBLIC OF INDIA

Z2084287



GUPTA

NITESH KUMAR

M 11/03/1972

MUMBAI MS

MUMBAI

25/01/2010 24/01/2020

P<INDGUPTA<<NITESH<KUMAR<<<<<<<<<<<<<<<<<<<

Z2084287<8IND7203110M2001241<<<<<<<<<<<<<<<4

REGISTRATION

INDIAN CITIZENS RESIDENT ABROAD ARE ADVISED TO REGISTER THEMSELVES AT THE NEAREST INDIAN MISSION/POST.

CAUTION

THIS PASSPORT IS THE PROPERTY OF THE GOVERNMENT OF INDIA. ANY COMMUNICATION RECEIVED BY THE HOLDER FROM A PASSPORT AUTHORITY REGARDING THIS PASSPORT, INCLUDING DEMAND FOR ITS SURRENDER, SHOULD BE COMPLIED WITH IMMEDIATELY.

THIS PASSPORT SHOULD NOT BE SENT OUT OF ANY COUNTRY BY POST. THIS SHOULD BE IN THE CUSTODY EITHER OF THE HOLDER OR OF A PERSON AUTHORISED BY THE HOLDER. IT MUST NOT BE ALTERED OR MUTILATED IN ANY WAY.

LOSS, THEFT OR DESTRUCTION OF THIS PASSPORT SHOULD BE IMMEDIATELY REPORTED TO THE NEAREST PASSPORT AUTHORITY IN INDIA OR IF THE HOLDER IS ABROAD, TO THE NEAREST INDIAN MISSION/POST AND TO THE LOCAL POLICE. ONLY AFTER ENQUIRIES SHALL A DUPLICATE PASSPORT BE ISSUED.

पिता / कानूनी अभिभावक का नाम / Name of Father / Legal Guardian

GUPTA GOPICHAND

माता का नाम / Name of Mother

GUPTA RAKESH GOPICHAND

पति या पत्नी का नाम / Name of Spouse

GUPTA RADHA RAHUL

पता / Address

903, PANCH MAHAL,PANCH SRISHTI

COMPLEX,BHED.S.M.SHETTY SCHOOL

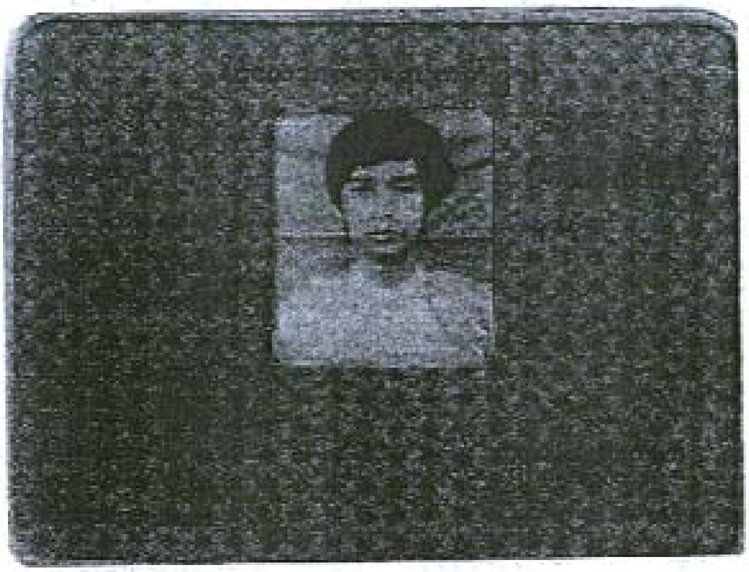
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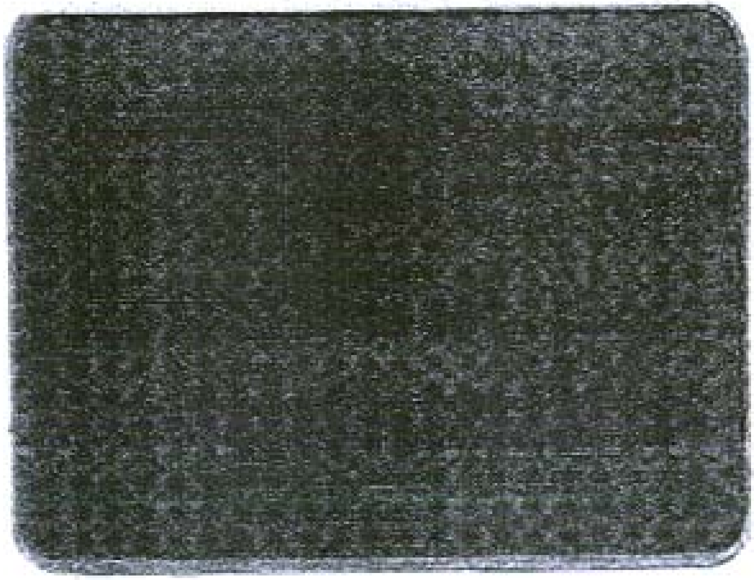
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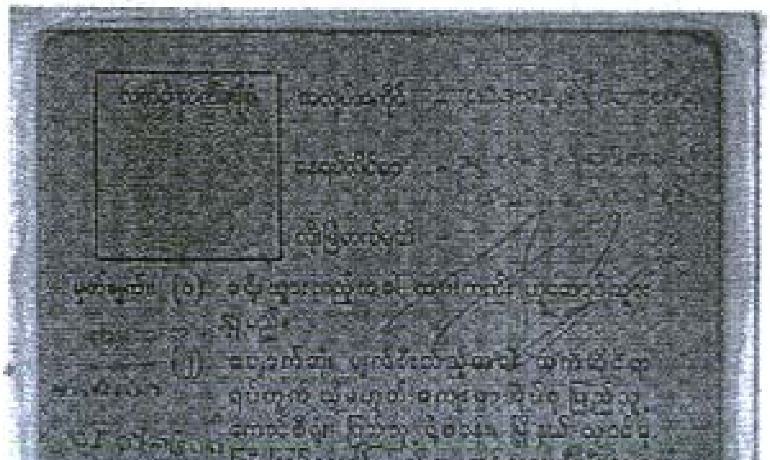
- OLD PPT CLD & RETURNED

It contains valid v...






နိုင်ငံသား စိစစ်ရေး ကတ်ပြား



Venner International Myanmar Co.,Ltd မှ

ဧရာဝတီတိုင်းဒေသကြီးတွင် စက်မှုကုန်ကြမ်းအဖြစ်

သစ်တောစိုက်ခင်းထူထောင်ရေးနှင့် ပတ်သက်

သည့်လုပ်ငန်းအစီအစဉ်

မာတိကာ

Venner International Myanmar Co.,Ltd မှ ဧရာဝတီတိုင်းဒေသကြီးတွင် သစ်တောထူထောင်ခြင်း ပတ်သက်သည့် လုပ်ငန်းအစီအစဉ်

၁။ နိဒါန်း

Venner International Myanmar Co.,Ltd သည် သစ်တောဥပဒေပြဋ္ဌာန်းချက်ပါ အခြေခံမူများနှင့်အညီသဘာဝပတ်ဝန်းကျင်စိမ်းလန်းသာယာရေး၊သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေး၊နိုင်ငံတော်၏ စီးပွားရေးဖွံ့ဖြိုး ရေး ၊ ပြည်သူတို့၏စားဝတ်နေရေး လိုအပ်ချက်အား စဉ်ဆက်မပြတ် ဆောင်ရွက်စေရန် နှင့် အကျိုးစီးပွားခံစားနိုင်စေရန် အလို့ငှာ သစ်တောရေးရာကဏ္ဍတွင် ပုဂ္ဂလိက သစ်စိုက်ခင်းများကို စက်မှုကုန်ကြမ်း အတွက် လုပ်ကိုင်ဆောင်ရွက်လိုပါသဖြင့် သစ်တောစိုက်ပျိုးတည်ထောင်ရန် အစီအစဉ်များရေးဆွဲ တင်ပြခြင်းဖြစ်ပါသည်။

၂။ သစ်တောစိုက်ပျိုးတည်ထောင်ခြင်း၏ ရည်ရွယ်ချက်

(က) Venner InternationalMyanmar Co.,Ltd မှ ပြည်တွင်းတွင် တည်ဆောက်လုပ်ကိုင်မည့် သစ်းပါးလွှာ စက်ရုံအတွက် လိုအပ်သောသစ်လုံးကုန်ကြမ်းရရှိရန် အတွက်လည်းကောင်း။

(ခ) သစ်တောများ ပြန်လည်ဖွံ့ဖြိုးရေးမှုကို အထောက်အကူ ဖြစ်စေရန်အတွက်လည်းကောင်း။

(ဂ) စက်ရုံအတွက် လိုအပ်မည့်သစ်ကုန်ကြမ်းကို သဘာဝသစ်တောမှ ထွက်ရှိလာသော သစ်တစ်ခုတည်းကိုသာမမှီခိုဘဲစိုက်ခင်းမှလည်း ဖြည့်စွက်သုံးစွဲရန် အတွက်လည်းကောင်း။

၃။ လုပ်ငန်းဆောင်ရွက်မည့်ဒေသနှင့် တည်နေရာ

ဧရာဝတီတိုင်းဒေသကြီး၊ ပုသိမ်မြို့နယ်၊ သစ်တောဦးစီးဌာနမှ ခွင့်ပြုပေးမည့် ဧရိယာများတွင် တည်ထောင်စိုက်ပျိုးသွားမည် ဖြစ်ပါသည်။

၄။ လုပ်ငန်း၏ စီမံချက်ကာလ

(၂၀၁၅-၂၀၁၆) ခုနှစ် မှ (၂၀၄၄ - ၂၀၄၅) အထိ (၃၀)နှစ်

စဉ်	ဘဏ္ဍာရေးနှစ်	စိုက်ပျိုးမည့် ဧရိယာ (ဧက)
၁	၂၀၁၅-၂၀၁၆	၁၀၀
၂	၂၀၁၆-၂၀၁၇	၁၀၀
၃	၂၀၁၇-၂၀၁၈	၁၀၀
၄	၂၀၁၈-၂၀၁၉	၁၀၀
၅	၂၀၁၉-၂၀၂၀	၁၀၀
၆	၂၀၂၀-၂၀၂၁	၁၀၀
၇	၂၀၂၁-၂၀၂၂	၁၀၀
၈	၂၀၂၂-၂၀၂၃	၁၀၀
၉	၂၀၂၃-၂၀၂၄	၁၀၀
၁၀	၂၀၂၄-၂၀၂၅	၁၀၀
၁၁	၂၀၂၅-၂၀၂၆	၁၀၀
၁၂	၂၀၂၆-၂၀၂၇	၁၀၀
၁၃	၂၀၂၇-၂၀၂၈	၁၀၀
၁၄	၂၀၂၈-၂၀၂၉	၁၀၀
၁၅	၂၀၂၉-၂၀၃၀	၁၀၀
၁၆	၂၀၃၀-၂၀၃၁	၁၀၀
၁၇	၂၀၃၁-၂၀၃၂	၁၀၀
၁၈	၂၀၃၂-၂၀၃၃	၁၀၀
၁၉	၂၀၃၃-၂၀၃၄	၁၀၀
၂၀	၂၀၃၄-၂၀၃၅	၁၀၀
၂၁	၂၀၃၅-၂၀၃၆	၁၀၀
၂၂	၂၀၃၆-၂၀၃၇	၁၀၀
၂၃	၂၀၃၇-၂၀၃၈	၁၀၀
၂၄	၂၀၃၈-၂၀၃၉	၁၀၀
၂၅	၂၀၃၉-၂၀၄၀	လ
၂၆	၂၀၄၀-၂၀၄၁	၁၀၀
၂၇	၂၀၄၁-၂၀၄၂	၁၀၀
၂၈	၂၀၄၂-၂၀၄၃	၁၀၀
၂၉	၂၀၄၃-၂၀၄၄	၁၀၀
၃၀	၂၀၄၄-၂၀၄၅	၁၀၀
	စုစုပေါင်း	၃၀၀၀

၅။ တည်ထောင်စိုက်ပျိုးမည့် သစ်အမျိုးအစားများ

Venner International Myanmar Co.,Ltd မှ တည်ထောင်စိုက်ပျိုးလိုသည့် သစ်အမျိုးအစားများမှာ ပန်းတမာ ၊ ယမနေ ၊ ကညင်တို့ဖြစ်ပါသည်။

၆။ စိုက်ပျိုးမည့် ဧရိယာအကျယ်အဝန်း

စိုက်ပျိုးတည်ထောင်မည့် ဧရိယာမှာ (၃၀၀၀) ဧက ဖြစ်ပါသည်။

၇။ စိုက်ပျိုးတည်ထောင်မည့် လုပ်ငန်းစီမံချက်

(က) မျိုးစေ့စုဆောင်းခြင်း

သစ်တောတည်ထောင်ရာတွင် လိုအပ်သည့် မျိုးစေ့များကို Venner International Myanmar Co.,Ltd မှ မျိုးစေ့စုဆောင်းသည့် အဖွဲ့ဖွဲ့စည်းကာ သဘာဝသစ်တောများမှ ရယူစုဆောင်းသွားမည်ဖြစ်ပါသည်။

(ခ) မြေနေရာရွေးချယ်ခြင်းနှင့် ပြုပြင်ခြင်း

တည်ထောင်စိုက်ပျိုးမည့် သစ်မျိုးများနှင့် သင့်လျော်ပြီးလမ်းပန်း ဆက်သွယ်ရေးကောင်းမွန်သောနေရာများရွေးချယ်ကာသက်ဆိုင်ရာအဖွဲ့အစည်းများ၏ခွင့်ပြုချက်ဖြင့်ဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။စိုက်ပျိုးမည့်မြေနေရာများအား တောင်ယာခုတ်ခြင်း ၊ မီးရှို့ခြင်း များကို သတ်မှတ် လျာထားသော ကာလအတွင်း အလုပ်သမားများကို ငှားရမ်းကာဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။

(ဂ) မျိုးထောင်ခြင်း နှင့် စိုက်ပျိုးခြင်း

စိုက်ကွက်နှင့် နီးစပ်ရာ ရေအလွယ်တကူ ရရှိမည့် နေရာများတွင် ယာယီပျိုးဥယျာဉ်တည်ဆောက်ကာနှစ်စဉ်ပျိုးထောင်သွားမည်ဖြစ်ပါသည်။စိုက်ပျိုးရာတွင်လည်း မုတ်သုန်မိုးဝင်ရောက်ချိန် ဇွန်လ ဒုတိယအပတ် မှ စတင်၍ ဇွန် လကုန် အတွင်းအပြီး စိုက်ပျိုးသွားမည်ဖြစ်ပါသည်။

(ဃ) ပေါင်းရှင်းလင်းခြင်း

အပင်များအား ပေါင်းတင်ရှင်းလင်းပထမနှစ်တွင်(၃)ကြိမ်၊ ဒုတိယနှစ်တွင်(၃)ကြိမ် နှင့် တတိယနှစ်တွင်(၁)ကြိမ် ဆောင်ရွက်ပါမည်။

(င) ဓာတ်မြေဩဇာကျွေးခြင်း

အပင်အတွက်လိုအပ်သည့် ဓာတ်မြေဩဇာကို တစ်နှစ်(၂)ကြိမ် ကျွေးပါမည်။

(စ) စိုက်ပျိုးခြင်း

မုတ်သုန်မိုးဝင်ရောက်ချိန် (မေလ)ဒုတိယအပတ်မှစ၍ ဇွန်လကုန်အတွင်း အပြီးစိုက်ပျိုးသွားမည် ဖြစ်ပါသည်။

(ဆ) ပေါင်းပင်/ရှင်ပင်ရေတွက်ခြင်း

ဒီဇင်ဘာလတွင် ဆောင်ရွက်သွားမည် ဖြစ်ပါသည်။

(ဇ) မီးဘေးကာကွယ်ခြင်း

စိုက်ခင်းဧရိယာ ပတ်ပတ်လည်(၁၂)ပေ အကျယ် မီးတားလမ်းဖောက်လုပ် စိုက်ခင်းလုပ်သားများဖြင့် အလှည့်ကျ နေ့/ည မပြတ်စောင့်ရှောက်သွားမည် ဖြစ်ပါသည်။

၈။ ပင်ကြဲများနုတ်ခြင်း

(က) ပင်ကြဲနုတ်ခြင်းလုပ်ငန်းအား နှစ်အလိုက် (၃) ကြိမ်ဆောင်ရွက်မည်ဖြစ်ပြီး ပထမအကြိမ် ပင်ကြဲနုတ်ခြင်းလုပ်ငန်းကို တစ်ပင်ခြား ပင်ကြဲနုတ်ခြင်းစနစ်ဖြင့် ဆောင်ရွက်သွားမည် ဖြစ်ပါသည်။ဒုတိယအကြိမ်နှင့် တတိယအကြိမ် ပင်ကြဲနုတ်ခြင်းကို ရွေးချယ်ခုတ်လှဲခြင်း နည်းစနစ်ဖြင့် ဆောင်ရွက်သွားမည် ဖြစ်ပါသည်။

ပထမအကြိမ်	ပင်ကြဲနုတ်ခြင်း	(၅) နှစ်သား	ပထမအကြိမ်
ဒုတိယအကြိမ်	ပင်ကြဲနုတ်ခြင်း	(၁၅) နှစ်သား	ဒုတိယအကြိမ်
တတိယအကြိမ်	ပင်ကြဲနုတ်ခြင်း	(၂၀ -၂၅)နှစ်သား	တတိယအကြိမ်

၉။ ခုတ်လှဲခြင်း

နောက်ဆုံးခုတ်လှဲခြင်းကို နှစ်(၃၀)ထိ ထားရှိမည်ဖြစ်ပြီး အပင်အားလုံးခုတ်လှဲ၍ ၎င်းတက်ချွန်ခြင်း လုပ်ငန်းဆောင်ရွက်မည် ဖြစ်ပါသည်။

၁၀။ လုပ်ငန်းရင်းနှီးမြှုပ်နှံငွေစာရင်း

လုပ်ငန်းစတင် လုပ်ကိုင်ရန်အတွက် ရင်းနှီးမြှုပ်နှံမည့် ငွေကို Venner International Myanmar Co.,Ltd မှ လုပ်ငန်းတိုးချဲ့မှုအနေဖြင့် ဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။

၁၁။ လုပ်ငန်းဆောင်ရွက်မည့် အချိန်ဇယား

လုပ်ငန်းဆောင်ရွက်မည့် အချိန်ဇယားကို နောက်ဆက်တွဲ(က)ဖြင့် ဖော်ပြထားပါသည်။

၁၂။ ဝန်ထမ်း/လုပ်သားအင်အား

ပထမအစနစ်ဖြစ်သော စိုက်ခင်းအတွက် နှစ်ရှည်ပင် စိုက်ပျိုးရန် မြေတည်ထောင်ခြင်း လုပ်ငန်းတွင် စိုက်ရေးပျိုးရေးနှင့် ပက်သက်၍ အတွေ့အကြုံ ရှိသောမန်နေဂျာအဆင့် (၁)ဦး ၊ လုပ်ငန်း တာဝန်ခံအဆင့် ဝန်ထမ်း(၄)ဦးနှင့် အမြဲတမ်း လုပ်သား(၄)ဦးဖြင့် စတင်ဖွဲ့စည်းမည်ဖြစ်ပြီး စိုက်ပျိုးဧက တိုးချဲ့လာသည်နှင့်အမျှ လုပ်သားအင်အားလည်းတိုးချဲ့ သွားမည်ဖြစ်ပါသည်။

၁၃။ သီးနှံ/သစ်တော ရောနှောစိုက်ပျိုးခြင်း

တောင်ယာစနစ်ဖြင့် ဆောင်ရွက်မည်ဖြစ်ပြီး စိုက်ခင်းလုပ်သားများကို သစ်တောစိုက်ခင်း နှင့် တွဲလျက်ရာသီ သီးနှံများကို စိုက်ပျိုးရန် စီစဉ်သွားမည်ဖြစ်ပါသည်။

၁၄။ မျိုးကောင်းမျိုးသန့်ရရှိရေးကိစ္စ

အသုံးပြုမည့် မျိုးကောင်း/မျိုးသန့်များအတွက် သစ်တောဦးစီးဌာနနှင့် ဆက်သွယ်အကူအညီရယူကာ ဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။

၁၅။ နိဂုံး

Venner International Myanmar Co.,Ltd သည် သက်ဆိုင်ရာဝန်ကြီးဌာနများလမ်းညွှန်ချက်များနှင့် အညီ သစ်တောစိုက်ခင်းများပြီးပတ်ဝန်းကျင် စိမ်းလန်းသာယာရေး ၊ သစ်တောပြုန်းတီးမှု များမဖြစ်စေရန် အတွက် စနစ်တကျ ပျိုးထောင်ကာ စိုက်ပျိုးသွားမည်ဖြစ်ပါသည်။ထို့ပြင် ယင်းသစ်တောထွက်ပစ္စည်းများကို နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ဆောင်ရွက်မည့် စက်ရုံများ ၏ စက်မှု ကုန်ကြမ်းများအဖြစ် သုံးစွဲလာနိုင်မည်ဖြစ်ပါသည်။ လုပ်ငန်းစတင်ဆောင်ရွက်သည့် အချိန်မှ စ၍ သက်ဆိုင်ရာဒေသ သစ်တောဦးစီးဌာန၏ လမ်းညွှန်ချက်များ နှင့်အညီ ဆောင်ရွက်ပြီး စိုက်ပျိုးအောင်မြင်ဖြစ်ထွန်းသော သစ်တောစိုက်ခင်း အဖြစ်တိုးချဲ့ဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။

Summary of Plantation Cost

Cost Per Acre

Year	Cost Per Acre
Year - 1	835,200
Year - 2	210,000
Year - 3	60,000
Year - 4 to 30	274,000
Total	**1,379,200**

Cost of Investment (Per Acre)

Sr.No	Particular	Amount
1	Land Cost (Land Use Premium + land lease cost for 30 years	300,000
2	Survey and Plotting	5,000
3	Land Clearing	50,000
4	Fire Control before burning	15,000
5	Burning	5,000
6	Re - burning	5,000
7	Stacking	15,000
8	Cost of Stake	6,000
9	Nursery Cost	60,000
10	Planting	20,000
11	Patching	5,000
12	Weeding 3 tunes x 25,000	75,000
13	Fertilizer treatment(labor Cost + Fertilizer)	70,000
14	Fire Control in dry season	25,000
15	Transport	5,000
16	Temporary buliding and Roads	10,000
	Total Cost	**696,000**
17	Overhead & Administration	139,200
	Grand Total Cost	835,200

Cost of Plantation for Second Year

Sr.No	Particular	Amount(Ks)
1	Weeding (3) times	75,000
2	Fertilizer treatment	70,000
3	Fire Control	25,000
4	Road Repair	5,000
	Total	175,000
	Overhead and Administration	35,000
	Grant Total Cost	210,000

Cost of Plantation for Third Year

Sr.No	Particular	Amount(Ks)
1	Fire Control	25,000
2	Weeding (1) time	25,000
	Total	50,000
	Overhead and Administration	10,000
	Total	60,000

Work Schedule for Plantation

Sr.No	Types of Business	Year																	Remarks
		2013	2014												2015				
		Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
1	Survey & Plotting	■																	
2	Land Clearing	■	■	■															
3	Nursery Works	■	■	■	■	■	■												
4	Fire Control before burning		■	■	■														
5	Burning				■														
6	Reburning					■	■												
7	Staking						■												
8	Planting						■	■	■										
	Weeding																		
	First Time							■											
	Second Time									■									
	Third Time											■							
	Special (If need)												■						
9	Fertilizer Treatment																		
	First Time								■										
	Second Time										■	■							
10	Bounding Post Execting											■	■						
11	Fire Control												■	■	■	■	■	■	
12	Survival Counting													■					

To

Chairman

Myanmar Investment Commission

Date: November 2014

Subject: :Undertaking Letter

This letter is to inform you that in accordance with the Myanmar Foreign Investment Law.We, "**Veneer International Myanmar Co.,Ltd** " agree to pay the prescribed Income Tax, if the total amount salary of the workers exceed Two Million Kyat.

With best regards,

U Mehm Zayar Aye Thaung
The Promoter

Corporate social responsibility program

Veneer International Myanmar Co.,Ltd သည် Corporate Social Responsibility fund အဖြစ် ရရှိလာသည့် အသားတင်အမြတ်ငွေ၏ ၂ % ကို အောက်ပါလုပ်ငန်းများတွင် အသုံးပြုရန်ရည်ရွယ်ထားပါ သည်။

(၁) ရန်ပုံငွေ၏ ၅၀ % ကို သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် သစ်တောများပြန်လည်ဖွံ့ဖြိုးရေးလုပ်ငန်း များလုပ်ဆောင်ရာတွင်လည်းကောင်း

(၂) ရန်ပုံငွေ၏ ၃၀% ကို စက်မှုဇုန်ပတ်ဝန်းကျင်ရှိ ကျောင်းများနှင့် ပညာသင်ကလေးများအတွက်ထောက်ပံ့ ကြေးပေးရန်အတွက်လည်းကောင်း

(၂) ရန်ပုံငွေ၏ ၂၀ % ကို စက်မှုဇုန်ပတ်ဝန်းကျင်စိမ်းလန်းသာယာရေးအတွက် အသုံးပြုရန်စီစဉ်ထားရှိသွား မည်ဖြစ်ပါသည်။

လေးစားစွာဖြင့်

ဦးမန်းဇေယျာအေးအောင်

ကမကထပြုသူ

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

ဗီနီယာ အင်တာနေရှင်နယ်(လ်) မြန်မာ ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

❖ ❖ ❖ ❖

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

VENEER INTERNATIONAL MYANMAR COMPANY LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဗီနီယာ အင်တာနေရှင်နယ်(လ်) မြန်မာ ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်းများ

❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ ကုမ္ပဏီ၏ အမည်သည် " ဗီနီယာ အင်တာနေရှင်နယ်(လ်) မြန်မာ ကုမ္ပဏီ လီမိတက် " ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင်အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်ပါစာမျက်နှာအတိုင်း ဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်ရင်းနှီးမတည်ငွေရင်းသည် USD ၁၀,၀၀၀,၀၀၀ /- (အမေရိကန်ဒေါ်လာ တစ်ဆယ်သန်း တိတိ) ဖြစ်၍ ငွေ USD ၁၀၀/- (အမေရိကန်ဒေါ်လာ တစ်ရာ တိတိ)တန် အစုရှယ်ယာပေါင်း (၁၀၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ အထွေထွေပြဋ္ဌာန်းချက်များနှင့် အညီသင်းလုံးကျွတ်အစည်းအဝေး၌တိုးမြှင့်နိုင်ခွင့်၊လျှော့ချနိုင်ခွင့် နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

(ဂ) အောက်ဖော်ပြပါ အစိုးရက ခွင့်ပြုသော ကုန်ပစ္စည်းများနှင့် ထုတ်ကုန်များကို မိမိတစ်ဦးတည်းဖြစ်စေ၊ မည်သည့်ပြည်တွင်းပြည်ပပုဂ္ဂိုလ်များနှင့် ဖက်စပ်၍ဖြစ်စေ၊သွင်းကုန်လုပ်ငန်းရှင်များ၊ထုတ်ကုန် လုပ်ငန်းရှင်များ၊လက်လီလက်ကား ရောင်းချသူများ၏ ကူးသန်းရောင်းဝယ်ရေးဆိုင်ရာ လုပ်ငန်းများကို လုပ်ကိုင်ရန်၊

(က) သစ်ပါးလွှာ ထုတ်လုပ်ခြင်း နှင့် ဖြန့်ဖြူးရောင်းချခြင်းလုပ်ငန်း

(ခ) လယ်ယာကိုင်းကျွန်းနှင့် ဥယျာဉ်ခြံမြေထွက် ကုန်ပစ္စည်းများကို စိုက်ပျိုးခြင်း၊ ထုတ်လုပ်ခြင်း၊ ရိတ်သိမ်းခြင်း၊ တာရှည်ခံအောင်ပြုပြင်ခြင်း၊ ထုတ်ပိုးခြင်း၊ ကြိတ်ခွဲခြင်းနှင့် ကုန်ထုတ်လုပ်ခြင်း၊

(ဂ) (ကျွန်းမှအပ) သစ်နှင့် သစ်တောထွက်ပစ္စည်းများအား(သက်ဆိုင်ရာဌာန၏ခွင့်ပြုချက်ဖြင့်) ခုတ်လှဲခြင်း၊ ထုတ်ယူခြင်း၊ခွဲစိတ်ခြင်း၊ ကုန်ထုတ်လုပ်ခြင်း၊တာရှည်ခံအောင်ပြုပြင်ခြင်းနှင့် အသားသေစေခြင်း။

(ဃ) တိရစ္ဆာန်ထွက်ကုန်ပစ္စည်းနှင့် တိရစ္ဆာန်အစားအစာများထုတ်လုပ်ခြင်း

(င) ရေထွက်ကုန်ပစ္စည်းများထုတ်လုပ်ခြင်း၊

(စ) ဓာတ်မြေဩဇာနှင့် ပိုးသတ်ဆေးများထုတ်လုပ်ခြင်း၊

(ဆ) ဓာတုဗေဒနှင့် ဓာတ်ဆေးဆိုးများထုတ်လုပ်ခြင်း

(ဇ) လူသုံးကုန်ပစ္စည်းများထုတ်လုပ်ခြင်း၊

(ဈ) အိမ်သုံးကုန်ပစ္စည်းများထုတ်လုပ်ခြင်း၊

(ည) ယာဉ်နှင့် စက်ကိရိယာနှင့် အပိုပစ္စည်းများထုတ်လုပ်ခြင်း၊

(ဋ) ဆောက်လုပ်ရေးလုပ်ငန်းသုံးပစ္စည်းများနှင့် သုတ်ဆေးများထုတ်လုပ်ခြင်း၊

(ဌ) ကိရိယာတန်ဆာပလာအမျိုးမျိုးထုတ်လုပ်ခြင်း၊

(ဍ) လျှပ်စစ်နှင့် အီလက်ထရောနစ်ကုန်ပစ္စည်းများထုတ်လုပ်ခြင်း၊

(ဎ) အထည်အလိပ်နှင့် အဝတ်အထည်များထုတ်လုပ်ခြင်း၊

(ဏ) အစိုးရခွင့်ပြုချက်ဖြင့် သတ္တုရှာဖွေခြင်း၊ တူးဖော်ခြင်း၊ ထုတ်လုပ်ခြင်း၊ ပြုပြင်ခြင်းနှင့် ထွက်ရှိသောကုန်ပစ္စည်းများကို ရောင်းချခြင်းလုပ်ကိုင်ရန်၊

ခြွင်းချက်။ ကုမ္ပဏီသည်အထက်ဖော်ပြပါရည်ရွယ်ချက်များကို ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း၌ဖြစ်စေ၊ အခြားမည်သည့် ရပ်ဒေသ၌ဖြစ်စေ၊အချိန်ကာလအလိုက် တည်မြဲနေသောတရားဥပဒေများ၊အမိန့်ကြော်ငြာစာများ ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းရှင်များမှ အပ အခြား လုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း ၌အချိန်ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေပြဋ္ဌာန်းများ၊အမိန့်ကြော်ငြာစာများ၊အမိန့်များနှင့်လျော်ညီ သင့်တော်ခြင်း သို့မဟုတ် ၊ ခွင့်ပြုထားရှိခြင်းရှိမှ သာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	**Integrated Technical Systems Co.,Ltd.** 8-A Khapaung Street, martin Avenue, Hlaing Township, Yangon, Myanmar. **Represented by** **(a) U Mehm Zayar Aye Thaung** No.221/223, 3rd Fl (Left), Bo Aung Kyaw Street, Kyauktada Township, Yangon, Myanmar.	Incorporated in Myanmar Registration No. 1013/2009-2010 Myanmar NRC No. 12/BaTaHta (N) 010297	10,045 Shares	
2.	**Golden Peacock Enterprises Pte.Ltd.** 20 Cecil Street, # 14-01, GSH Plaza, Singapore (049705). **Represented by** **(a) Mr. Rahul GopichandGupta** 1404 & 1405, PanchVati "B" Building, PanchShristi Complex, Powai, Mumbai-400072. India.	Incorporated in Singapore Registration No. 201421502E Indian PP.No. Z-2333588	18,655 Shares	R.K. Gupta

ရန်ကုန်၊ နေ့စွဲ ၂၀၁၅ ခုနှစ် [illegible] လ၊ ([illegible]) ရက်၊

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဗီနီယာ အင်တာနေရှင်နယ်(လ်) မြန်မာ ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမဇယားပုံစံ 'က' ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်၊

အများနှင့် မသက်ဆိုင်သော ကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည်အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍အောက်ပါသတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်၊

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏အစုရှင်အရေအတွက်ကိုငါးဆယ် အထိသာကန့်သတ်ထားသည်၊

(ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့်ဝင်ရန်အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်၊

မ,တည် ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ် မ,တည်ငွေရင်း မှာ USD ၁၀,၀၀၀,၀၀၀ /- (အမေရိကန်ဒေါ်လာ တစ်ဆယ်သန်း တိတိ) ဖြစ်၍ ငွေ USD ၁၀၀ /- (အမေရိကန်ဒေါ်လာ တစ်ရာ တိတိ) တန် အစုရှယ်ယာပေါင်း (၁၀၀,၀၀၀) ခွဲထားပါသည်၊ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများ နှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ ပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့်ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်၊

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည်ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှု အောက်တွင် ရှိစေရမည်၊ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်၊

၅။ အစုရှယ်ယာလက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များကလက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏တံဆိပ်ရိုက်နှိပ်ထုတ်ပေးရမည်၊ အစုရှယ်ယာလက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်းသို့မဟုတ်ပျက်စီးခြင်းဖြစ်ပါက အခိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကိုသော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်း ထုတ်ပေးနိုင်သည်၊ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာများက အသိအမှတ် ပြုပေးရမည်ဖြစ်သည်၊

လှယ်ကို ဒါရိုက်တာများက အသိအမှတ် ပြုပေးရမည်ဖြစ်သည်၊

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသောငွေများကိုအခါအားလျော်စွာ တောင်းဆိုနိုင်သည်၊ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်း အတွက် ဒါရိုက်တာများကသတ်မှတ်သည့် ပုဂ္ဂိုလ်များထံ သတ်မှတ်သည့်အချိန်နှင့် နေရာတွင် ပေးသွင်းစေရန်တာဝန်ရှိစေရမည်၊ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျပေးသွင်းစေခြင်းသို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်၊

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂)ဦး ထက်မနည်း၊ (၁၀)ဦးထက်မများစေရ၊
ပထမဒါရိုက်တာများသည် -

(1) U Zaw Win

(2) U Mehm Zayar Aye Thaung

(3) Mr. Rahul GopichandGupta

(4) Mr. Nitesh Kumar Gupta

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာအဖြစ် အချိန်အခါအလိုက် သင့်လျော်သောသတ်မှတ်ချက်များ၊ ညာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့ကပေးအပ်သောအာဏာများအားလုံးကို ၎င်းက အသုံးပြုနိုင်သည်၊

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန်လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏အစုရှယ်ယာအနည်းဆုံး (-)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်၊

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့၏ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်၊

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံဆွေးနွေးခြင်း၊ အစည်းအဝေးရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန်အနည်းဆုံးဒါရိုက်တာဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်၊ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦး တက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်၊ အစည်းအဝေးတွင်မည်သည့်ပြဿနာမဆိုပေါ်ပေါက်ပါက မန်နေဂျင်းဒါရိုက်တာ၏အဆုံးအဖြတ်သည် အတည်ဖြစ်ရမည်၊ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက်တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်၊

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်၊

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ်၁ တွင်ပေးအပ်ထားသောအထွေထွေ အာဏာများကို မထိခိုက်စေဘဲဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများရှိရမည်ဟု အတိ အလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

(၁) ဒါရိုက်တာများက သင့်လျော်သည် ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများသတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊အခွင့်အလမ်းများကိုမဆို ဝယ်ယူရန်သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန် အပြင်ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသော မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များသတ်မှတ်၍ ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ဆောင်ရွက်ခြင်းတို့ကိုပြုလုပ်ရန်၊

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန်သို့မဟုတ်အဆိုပါ ချေးငှားသောငွေကြေးများကိုပြန်လည်ပေးဆပ်ရန်အတွက်အာမခံများထားရှိရန်အပြင်၊အထူးသဖြင့်ဤကုမ္ပဏီ၏ဒီဘင်ချာများ၊ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသောရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိ နှင့်နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကိုအပေါင်ပြု၍ ထုတ်ဝေရန်၊

(၃) ဤကုမ္ပဏီရယူထားသောအခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက်အားလုံး သို့မဟုတ် တစ်စိတ် တစ်ဒေသကိုငွေကြေးအားဖြင့် ပေးချေရန်၊သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါအစုရှယ်ယာများထုတ်ပေးရာ၌ငွေအပြည့်ပေးသွင်းပြီးသောအစုရှယ်ယာအနေဖြင့်သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသပေးသွင်းပြီးသော အစုရှယ်ယာများအနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ထုတ်ဝေပေးရန်နှင့်အဆိုပါငွေချေးစာချုပ်များ၊ဒီဘင်ချာများသို့မဟုတ်ကုမ္ပဏီ၏ အခြားသော အာမခံစာချုပ် များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်၊

(၄) ဤကုမ္ပဏီနှင့်ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင်ဆောင်ရွက်စေခြင်း၊ အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍သော်လည်းကောင်း အပေါင်ပြု၍သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများတောင်းခံခေါ်ယူ၍သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်းဆောင်ရွက်ရန်၊

(၅) မန်နေဂျာများ ၊ အတွင်းရေးမှူးများ ၊ အရာရှိများ ၊ စာရေးများ ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲတမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက် ခန့်ထားခြင်း၊ ရပ်စဲခြင်း ၊ ဆိုင်းငံ့ထားခြင်းများအတွက်လည်းကောင်း၊ အဆိုပါပုဂ္ဂိုလ်တို့၏ တာဝန်များ ၊ အာဏာများ လစာငွေများ၊ အခြားငွေကြေးများကိုသတ်မှတ်ရာ၌ လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်းသင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါ ကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏မည်သည့်အရာရှိကိုမဆိုကိစ္စရပ်အားလုံးကိုဖြစ်စေ၊တစ်စိတ်တစ်ဒေသကိုဖြစ်စေဒါရိုက်တာများ၏ကိုယ်တိုင်ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်၊

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့်တွဲဖက်၍ မန်နေးဂျင်းဒါရိုက်တာ၊ အထွေထွေမန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်၊

(၇) [illegible] အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာအားလုံးကိုဖြစ်စေ၊ အချို့အဝက်ကို ဖြစ်စေ [illegible]ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်၊

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့် ဖြစ်သောမည်သည့်နည်းကိုမဆိုကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍လိုအပ်သောစာချုပ်စာတမ်းများချုပ်ဆိုပြုလုပ်ရန်၊

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ်ဤကုမ္ပဏီအပေါ် သို့မဟုတ်ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆိုဆောင်ရွက်မှုများကို တရားစွဲဆိုအရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီကရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသောကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန်အချိန်ကာလရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူကျေအေးခြင်းများ ပြုလုပ်ရန်၊

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ်ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေးခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ ထံသို့ ဖြေရှင်းရန်အတွက်အပ်နှံရန်အပြင် ဖြန်ဖြေရေးခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်းလိုက်နာဆောင်ရွက်ရန်၊

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသော တောင်းဆိုချက် ၊ တောင်းခံချက်များနှင့်ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက်ပြေစာများပြုလုပ် ထုတ်ပေးခြင်း ၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့် စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်၊

(၁၁) လူမွဲစာရင်းခံရခြင်း ၊ ကြွေးမြီမဆပ်နိုင်ခြင်းတိစ္စများနှင့် ပတ်သက်၍ကုမ္ပဏီ၏ကိုယ်စားဆောင်ရွက်ရန်၊

(၁၃) ငွေလွှဲစာတမ်းများ ၊ ချက်လက်မှတ်များ ၊ ဝန်ခံကတိစာချုပ်များ ၊ ထပ်ဆင့်လက်မှတ်ရေးထိုးခြင်းများ လျှော်ပစ်ခြင်းများ၊တန်ထရိုက်စာချုပ်များနှင့် စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ ကိုယ်စားမည်သူက လက်မှတ်ရေးထိုးခွင့်ရှိသည်ကိုစီစစ်သတ်မှတ်ရန်၊

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆပါက သင့်လျော်လျောက်ပတ်သောနည်းလမ်းများဖြင့်လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင်ငွေများကို အာမခံပစ္စည်းပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်၊ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွဲရန်၊

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေးစိုက်ထုတ် တုန်ကျခံထားသော ဒါရိုက်တာ (သို့မဟုတ်)အခြားပုဂ္ဂိုလ်များကကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်)ပစ္စည်းများကိုဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟုယူဆပါကဆောင်ရွက်ခွင့်ပြုရန်၊အဆိုပါပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့်အာဏာနှင့် အခြားသော သဘောတူညီထားသည့်တရားဝင်သဘောတူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက် များပါ ပါဝင်သည်၊

(၁၆) ဤကုမ္ပဏီက ခန့်အပ်ထားသော မည်သည့်အရာရှိ (သို့မဟုတ်) ပုဂ္ဂိုလ်မဆိုအတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်းသို့မဟုတ် ဆောင်ရွက်မှု တစ်ခုအတွက်ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏အထွေထွေအမြတ်အစွန်းမှ ခွဲဝေပေးခြင်းများ ပြုလုပ်ရန်နှင့်အဆိုပါကော်မရှင်များ ၊ အမြတ်များခွဲဝေပေးခြင်းစသည်တို့ကို ဤကုမ္ပဏီ၏ လုပ်ငန်းကုန်ကျစရိတ်တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှတ်ရန်

(၁၇) ဤကုမ္ပဏီ၏ လုပ်ငန်းများ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊စည်းကမ်းချက်များ ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ပြင်ဆင်ခြင်း ဖြည့်စွက်ခြင်းများဆောင်ရွက်ရန်၊

(၁၈) ဤကုမ္ပဏီ၏ လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏ အမည်ဖြင့် ဖြစ်စေ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေလိုသင့်သည်ဟုယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက် စာချုပ်ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ပယ်ဖျက်ရန်နှင့် ပြင်ဆင်ရန်အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၎င်းတို့နှင့်စပ်လျဉ်းသောကိစ္စရပ်များကိုလည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်၊

(၁၉) ဒါရိုက်တာများက သင့်လျော် လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အသုံးပြုရန်အတွက် မည်သည့် ပြည်တွင်း ပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း ကုမ္ပဏီ ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှမဆို ငွေချေးယူရန်၊

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှတစ်ဆယ့်ရှစ်လအတွင်းအထွေထွေသင်းလုံးကျွတ်အစည်းအဝေးကြီးကို ကျင်းပရမည်။ ထိုနောက်ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့်နေရာ များတွင် ပြက္ခဒိန် နှစ်တစ်နှစ်လျှင်အနည်းဆုံးတစ်ကြိမ်(နောက်ဆုံးကျင်းပသည့် အထွေအထွေအစည်း အဝေးကြီး နှင့် တစ်ဆယ့်ငါးလထက်မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် တက်ရောက်သောမည်သည့်သင်းလုံးကျွတ်အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့်ပတ်သတ်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်း မရှိလျှင် ထုတ်ဝေထားသည့် မတည်ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်နည်းပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော)အစုရှင်များကိုယ်တိုင် တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောက်ရွက်ရန် အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက်နှစ်ဦးတည်းသာရှိသည့်ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေးအထမြောက်ရန်သတ်မှတ်သည့် အရေအတွက်ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ် အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့်အမြတ်ဝေစုကိုကြေငြာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသောငွေပမာဏထက်မကျော်လွန်စေရ။သတ်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့်အမြတ်ပမာဏမှအပ အမြတ်ဝေစု ကိုခွဲဝေမပေးရ။

မှုဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်းပြည့်မှီသူ ပုဂ္ဂိုလ်တစ်ဦးအားအထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မှီသူများ အားမှုဝန်ထမ်း အဖြစ်ခန့်အပ်မည်ဖြစ်သည်။ လစာ ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များ ကဲ့သို့သောဥာဏ် ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်း သတ်မှတ်ချက်များကို သင်းလုံးကျွတ်အစည်းအဝေး က အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်းလည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်း စာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များ နှင့် အညီထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ရငွေ၊သုံးငွေများ၏ပမာဏနှင့် ၎င်းရငွေ၊သုံးငွေများပေါ်ခြင်းနှင့်စပ်လျဉ်းသည့်အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ် အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံးများသို့မဟုတ် ဒါရိုက်တာများ ကသင့်လျော်သည်ဟု ထင်မြင်ယူဆသောအခြားနေရာများတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်ပါသောစာကို စာတိုက်ခကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတဆင့်လိပ်မူပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများက ကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦးရှေ့မှောက်တွင်မှတစ်ပါး မည်သည့်အခါမျှ မသုံးရ။တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင်ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ ၊ လက်ရှိတရားဝင်တည်ဆဲ ဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ ၊ စာရင်းစစ် ၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ထိုတာဝန်ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့် စရိတ်များ ၊ တောင်းခံငွေများ ၊ ဆုံးရှုံးငွေများ ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေးရထိုက်ခွင့် ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေးဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအားဖျက်သိမ်းနိုင်သည်။ယင်းသို့ဖျက်သိမ်းရာတွင်မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်းလိုက်နာပြုလုပ်ရမည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	**Integrated Technical Systems Co.,Ltd.** 8-A Khapaung Street, martin Avenue, Hlaing Township, Yangon, Myanmar.	Incorporated in Myanmar Registration No. 1013/2009-2010	10,045 Shares	
	<u>Represented by</u>			
	(a) U Mehm Zayar Aye Thaung No.221/223, 3rd Fl (Left), Bo Aung Kyaw Street, Kyauktada Township, Yangon, Myanmar.	Myanmar NRC No. 12/BaTaHta (N) 010297		
2.	**Golden Peacock Enterprises Pte.Ltd.** 20 Cecil Street, # 14-01, GSH Plaza, Singapore (049705).	Incorporated in Singapore Registration No. 201421502E	18,655 Shares	
	<u>Represented by</u>			
	(a) Mr. Rahul GopichandGupta 1404 & 1405, PanchVati "B" Building, PanchShristi Complex, Powai, Mumbai-400072. India.	Indian PP.No. Z-2333588		R.K.Gupta

ရန်ကုန်၊ နေ့စွဲ၊ ၂၀၁၅ ခုနှစ်၊ ဇန်နဝါရီ လ၊ (၁၄)ရက်၊

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင်
လက်မှတ်ရေးထိုးကြပါသည်။

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

VENEER INTERNATIONAL MYANMAR COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is ' VENEER INTERNATIONAL MYANMAR COMPANY LIMITED'.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is USD **10,000,000 /-** (USD - **Ten Million** Only) divided into (**100,000**) shares of USD. **100** (USD - **One Hundreds**) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

(1) To carry on the business of manufacturing ,growing , milling and preserving ect;of the following commodities permitted by the Government,either solely on its own or Joint-venture with any local or foreign partners.

(a) Manufacturing and Marketing of Veneer Products

(b) Growing producing,harvesting,preserving packing, milling and manufacturing of agricultural and fram products.

(c) Feeling ,extracting (with the permission from the authories concerned)milling manu facturing, preserving and seasoning of timber(excluding,teak) and forest products.

(d) Livestock breeding, processing and canning of livestock products.

(e) Fishing, preserving , milling, canning and processing of marine products.

(f) Producing fertilizers,insecticides and animal feeds.

(g) Manufacturing of personal goods.

(h) Manufacturing of household goods.

(i) Manufacturing of Vehicles, Machinery and spares.

(j) Manufacturing of arts and crafts, lacquerwares and furniture.

(k) Manufacturing of construction materials and paints.

(l) Manufacturing of factory utencils.

(m) Manufacturing of electrical and electronic goods.

(n) Manufacturing of Textile and garment and clothings.

(o) To carry on the business of exploration , explotation, production, processing of minerals and marketing of its products with the permission of the Goverments.

Proviso:- *Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so far as it may be entitled so as to do in accordance with the laws. Orders and Notications in force from time to time and only subject to such to such permission and or approval as may be prescribed by the laws.Orders and Notifications of the Union of Myanmar for the time being in force.*

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	**Integrated Technical Systems Co.,Ltd.** 8-A Khapaung Street, martin Avenue, Hlaing Township, Yangon, Myanmar. **Represented by** **(a) U Mehm Zayar Aye Thaung** No.221/223, 3rd Fl (Left), Bo Aung Kyaw Street, Kyauktada Township, Yangon, Myanmar.	Incorporated in Myanmar Registration No. 1013/2009-2010 Myanmar NRC No. 12/BaTaHta (N) 010297	10,045 Shares	[signature]
2.	**Golden Peacock Enterprises Pte.Ltd.** 20 Cecil Street, # 14-01, GSH Plaza, Singapore (049705). **Represented by** **(a) Mr. Rahul GopichandGupta** 1404 & 1405, PanchVati "B" Building, PanchShristi Complex, Powai, Mumbai-400072. India.	Incorporated in Singapore Registration No. 201421502E Indian PP.No. Z-2333588	18,655 Shares	R.K. Gupta

Yangon. Dated the 15 day January of , **2015**

It is hereby certified that the persons mentioned above put their signatures in my presence.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

VENEER INTERNATIONAL MYANMAR COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the folowing Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to applyy to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect:-

   (a) The number of members of the Company, exclusive of persons who are in the emplooyment of the Company, shall be limited to fifty.

   (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The authorised capital of the Company is USD **10,000,000** /- (USD - **Ten Million** Only) divided into (**100,000**) shares of USD. **100** (USD - **One Hundreds** Only) each,with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or derstroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to eevidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made upon him to the persons, and at the timesand places appointed by the Direcors. A call may be made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and not more than (10).

The First Directors shall be:-

(1) U Zaw Win

(2) U Mehm Zayar Aye Thaung

(3) Mr. Rahul GopichandGupta

(4) Mr. Nitesh Kumar Gupta

8. The Directors may from time to time appoint one of their body to the offce of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall from a quorum. If any question arising an any meeting the Managing Director's decision shall be final. When an matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15 A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

(1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;

(2) all sales and purchases of goods by the Company;

(3) all assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	**Integrated Technical Systems Co.,Ltd.** 8-A Khapaung Street, martin Avenue, Hlaing Township, Yangon, Myanmar. **Represented by** **(a) U Mehm Zayar Aye Thaung** No.221/223, 3rd Fl (Left), Bo Aung Kyaw Street, Kyauktada Township, Yangon, Myanmar.	Incorporated in Myanmar Registration No. 1013/2009-2010 Myanmar NRC No. 12/BaTaHta (N) 010297	10,045 Shares	(signed)
2.	**Golden Peacock Enterprises Pte.Ltd.** 20 Cecil Street, # 14-01, GSH Plaza, Singapore (049705). **Represented by** **(a) Mr. Rahul GopichandGupta** 1404 & 1405, PanchVati "B" Building, PanchShristi Complex, Powai, Mumbai-400072. India.	Incorporated in Singapore Registration No. 201421502E Indian PP.No. Z-2333588	18,655 Shares	R.K. Gupta

Yangon. Dated the 13 day January of , 2015.

It is hereby certified that the persons mentioned above put their signatures in my presence.